ရန်ကုန်မြို့တွင်း လမ်းသုံးပရိဘောဂ ဒီဇိုင်းရေးဆွဲ၊ ထုတ်လုပ်၊ တပ်ဆင်၊ လုပ်ငန်းလုပ်ကိုင်ခြင်း၊ ပြုပြင်ထိန်းသိမ်းခြင်း နှင့် ထိုလမ်းသုံးပရိဘောဂများပေါ်တွင် ကြော်ငြာလုပ်ငန်းစဉ် များကို MIC ခွင့်ပြုမိန့်လျှောက်ထားခြင်း

Proposal for the design, fabrication, installation, maintenance and operations of Street Furniture Items and advertisement on these Items in the City of Yangon

FMIDecaux Company Limited

A Joint Venture between

FMI JCDecaux

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
ရန်ကုန်တိုင်းဒေသကြီးအစိုးရ
ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ
မြို့တော်ခန်းမ၊ ရန်ကုန်မြို့

စာအမှတ်၊ ၁၀၃ / ၀၄ (၃၆၅၂)/ စသက
ရက် စွဲ၊ ၂၀၁၇ ခုနှစ် စက်တင်ဘာလ ၆ ရက်

သို

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **Street Furniture Items နှင့် ကြော်ငြာတပ်ဆင်ခြင်း လုပ်ငန်းများ လုပ်ကိုင်ဆောင်ရွက်ရေးကိစ္စ**

၁။ ရန်ကုန်မြို့တော်တွင်း ဘတ်စ်ကားရပ်နားရန်နေရာများအပါအဝင် လမ်းသုံးပရိဘောဂများကို ဒီဇိုင်းရေးဆွဲခြင်း၊ ထုတ်လုပ်တပ်ဆင်ခြင်း၊ ရေရှည်ပြုပြင်ထိန်းသိမ်းခြင်းများနှင့်အတူ ပရိဘောဂ ကြော်ငြာလုပ်ငန်းများကို ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီနှင့် နှစ်(၂၀) ကာလ အတွင်း ပူပေါင်းလုပ်ကိုင်ဆောင်ရွက်သွားရန် FMI ၊ JC Decaux Asia (s) pte Co.Ltd တို့ ပါဝင်သော FMIDECAUX Company Limited ဖက်စပ်ကုမ္ပဏီအား တင်ဒါရွေးချယ်ပြီး ဖြစ်ပါ၍ စာချုပ်ချုပ်ဆိုရန် ဆောင်ရွက်လျှက်ရှိပါသည်။

၂။ သို့ဖြစ်ပါ၍ ရန်ကုန်မြို့တော်အတွင်း Street Furniture Items နှင့် ကြော်ငြာတပ်ဆင်ခြင်း လုပ်ငန်းသည် ရန်ကုန်မြို့တော်စည်ပင်သာယာရေး ကော်မတီ နှင့် FMI ၊ JC Decaux Asia (s) pte Co.Ltd တို့ပါဝင်သော FMIDECAUX Company Limited တို့အကြား စာချုပ် သက်တမ်း အနှစ် (၂၀) ဖြင့် လုပ်ဆောင်မည့်လုပ်ငန်းဖြစ်ပါကြောင်းဖော်ပြအပ်ပါသည်။

ဥက္ကဋ္ဌ(ကိုယ်စား)
(မေမေသွယ် ၊ ကော်မတီဝင် ၄)

မိတ္တူကို
မျှောစာတွဲ / ရုံးလက်ခံ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

ရန်ကုန်တိုင်းဒေသကြီးအစိုးရ

ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ

မြို့တော်ခန်းမ၊ ရန်ကုန်မြို့

စာအမှတ်၊ ၁၀၃/ ၀၄(၄၀၀၈)/ စသက

ရက် စွဲ၊ ၂၀၁၇ ခုနှစ်၊ စက်တင်ဘာ လ ၂၅ ရက်

သို့

ညွှန်ကြားရေးမှူးချုပ်

ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

အကြောင်းအရာ။ **Street Furniture Itemsနှင့် ကြော်ငြာတပ်ဆင်ခြင်းလုပ်ငန်းများ လုပ်ကိုင်ဆောင်ရွက်ရေးကိစ္စ**

ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီနှင့် FMI, JC Decaux Asia (s) pte Co.,Ltdတို့ ပါဝင်သော FMIDECAUX Company Limited ဖက်စပ်ကုမ္ပဏီတို့ ပါဝင်ချုပ်ဆိုမည့် ရန်ကုန်မြို့တော်အတွင်း Street Furniture Itemsများအတွက် ဒီဇိုင်းရေးဆွဲခြင်း၊ တပ်ဆင်ခြင်း၊ ထိန်းသိမ်းခြင်း၊ လုပ်ငန်းလည်ပတ်ခြင်းတို့နှင့် ထိုလမ်းသုံးပရိဘောဂများပေါ်တွင် ကြော်ငြာလုပ်ငန်းလုပ်ကိုင်ခြင်းတို့နှင့် စပ်လျဉ်း၍လုပ်ငန်းသဘောတူစာချုပ်(မူကြမ်း)ကို ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီအနေဖြင့် ရန်ကုန်တိုင်းဒေသကြီးဥပဒေချုပ်ရုံးသို့ သဘောထားမှတ်ချက်အား တောင်းခံထားကြောင်း ဖော်ပြအကြောင်းကြားအပ်ပါသည်။

(ရန်ကုန်တိုင်းဥပဒေချုပ်ရုံးသို့ ပေးပို့သည့်စာမိတ္တူပူးတွဲလျက်)

၂၅/၉/၁၇

ဥက္ကဋ္ဌ(ကိုယ်စား)

(မေမေသွယ်၊ ကော်မတီဝင်(၄))

မိတ္တူကို

မျှောစာတွဲ

ရုံးလက်ခံ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
တိုင်းဒေသကြီးအစိုးရအဖွဲ့
ရန်ကုန်တိုင်းဒေသကြီး

စာအမှတ်၊ ၃ / ၆ - ၃ (၇) / တိုင်းရင်းသား
ရက်စွဲ၊၂၀၁၇ ခုနှစ်၊ အောက်တိုဘာလ ၃၁ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အမှတ်(၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်

အကြောင်းအရာ။ သဘောထားမှတ်ချက်တောင်းခံလာခြင်းကိစ္စ

ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၂၅.၁၀.၂၀၁၇ ရက်စွဲပါစာအမှတ်၊ မရက-၅(အ)/ ခ-၀၀၈/၂၀၁၇(၄၈၂)

၁။ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် စင်္ကာပူနိုင်ငံ JCDecaux Asia (S) Pte Ltd မှ ၆၀ % နှင့် မြန်မာနိုင်ငံ First Myanmar Investment Co., မှ ၄၀% ဖြင့် မြန်မာနိုင်ငံတွင် FMIDecaux Company Limited တည်ထောင်ကာ ရန်ကုန်မြို့တွင်း လမ်းသုံးပရိဘောဂ ဒီဇိုင်းရေးဆွဲ၊ ထုတ်လုပ်၊ တပ်ဆင်၊ လုပ်ငန်းလုပ်ကိုင်ခြင်း၊ ပြုပြင်ထိန်းသိမ်းခြင်းနှင့် ထိုလမ်းသုံး ပရိဘောဂများပေါ်တွင် ကြော်ငြာခြင်း (Design, Fabrication, Installation, Maintenance and Operation of Street Furniture Items and Operation of Advertisement on those Items in the City of Yangon) လုပ်ငန်းကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြလာခြင်းအပေါ် သဘောထားမှတ်ချက် ပြန်ကြားပေးနိုင်ပါရန် ရည်ညွှန်းပါစာဖြင့် ညှိနှိုင်းမေတ္တာရပ်ခံလာပါသည်။

၂။ အဆိုပါလုပ်ငန်းသည် ၂၄.၈.၂၀၁၇ ရက်နေ့တွင် ကျင်းပပြုလုပ်သော ရန်ကုန်တိုင်းဒေသကြီး အစိုးရအဖွဲ့ အစည်းအဝေးအမှတ်စဉ် (၃၀/၂၀၁၇)၊ ဆုံးဖြတ်ချက်အပိုဒ် (၄)အရ Street Furniture Item တင်ဒါစာချုပ်တွင် 20 Year Contact Term ဖြင့် စာချုပ်ချုပ်ဆိုခွင့်ပြုထားသော လုပ်ငန်းဖြစ်သောကြောင့် ကန့်ကွက်ရန်မရှိပါကြောင်း သဘောထားပြန်ကြားအပ်ပါသည်။

၃၁/၁၀/၁၇

ဝန်ကြီးချုပ် (ကိုယ်စား)
(ဟံထွန်း၊ စိုက်ပျိုးရေး၊ မွေးမြူရေး၊ သစ်တောနှင့်သွင်းအင်ဝန်ကြီး)

မိတ္တူကို

ရန်ကုန်တိုင်းဒေသကြီးကရင်တိုင်းရင်းသားလူမျိုးရေးရာဝန်ကြီး
ခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန(အရှေ့/အနောက်/တောင်/မြောက်)၊ ရန်ကုန်တိုင်းဒေသကြီး
✓ FMIDecaux Company Limited
လက်ခံစာတွဲ
မျှောစာတွဲ

D/2017/Cabinet/30 .(6)

Table of Contents

၁။ လုပ်ငန်းဆောင်ရွက်မှုအကျဉ်းချုပ်

သယ်ယူပို့ဆောင်ရေး အခြေခံအဆောက်အအုံကဏ္ဍသည် တိုင်းပြည်တစ်ခု၏ ဖွံ့ဖြိုးတိုးတက်ရေးအား လျင်မြန်စွာထိရောက်မှုရှိစေပြီး လွန်စွာအထောက်အကူပြုသည့် အရာတစ်ခုပင်ဖြစ်သည်။ လတ်တလော တိုးတက်ပြောင်းလဲလာသည့် ရန်ကုန်တိုင်းဒေသကြီး သယ်ယူပို့ဆောင်ရေး ဖွဲ့စည်းပုံ စနစ်သစ်နှင့်အတူ ဘတ်စ်ကားစနစ်သစ် Yangon Bus System (YBS) မှအစပြု၍ ရန်ကုန်မြို့ကြီးတွင် ဘေးကင်းလုံခြုံ၊ ယုံကြည်စိတ်ချ၊ ခရီးသွားပြည်သူများ အလေးထားရသော သယ်ယူပို့ဆောင်ရေးခေတ်သစ်သို့ စတင်လျှောက်လှမ်းခဲ့ပြီဖြစ်သည်။ အသစ်ဖွဲ့စည်းလိုက်သော YBS စနစ်သစ်မှာမူ ခေတ်နှင့်အညီ သိပ္ပံနည်းပညာများကို အသုံးပြု၍ ဘတ်စ်ကားမှတ်တိုင်များကို Real Time Bus Information (ဘတ်စ်ဆိုက်ရောက်အချိန်) ဖော်ပြခြင်း၊ ဘတ်စ်ကားများပေါ်တွင် Global Positioning System (GPS) နှင့် CCTV တပ်ဆင်ခြင်းနှင့် ဘတ်စ်ကားခများကို Digital Payment (Card) စနစ်များ အစရှိသည့်စနစ်များဖြင့်ခေတ်ရေစီးကြောင်းနှင့်အတူ လုပ်ငန်းအကောင်အထည် ဖော်ဆောင်ရွက်သွားရန်ရှိသည်။ ထို့အတူ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီမှလည်း တစ်ဖက်တစ်လှမ်း ပါဝင်ပြီး မြို့တော်တွင်းရှိ ဘတ်စ်ကားမှတ်တိုင်များကို ခေတ်နှင့်အညီ အသွင်တူပြီး ဘေးကင်းလုံခြုံသော မသန်မစွမ်းအသုံးပြုနိုင်သော Real Time Bus Information (ဘတ်စ်ဆိုက်ရောက်အချိန်) ဖော်ပြနိုင်သော နိုင်ငံတကာအဆင့်မီ ဘတ်စ်မှတ်တိုင်များ တီထွင်ဆောက်လုပ်ပြီးရေရှည် ပြုပြင်သန့်ရှင်းထိန်းသိမ်းရန် ၂၀၁၇ ခုနှစ်၊ ဇန်နဝါရီလ အစောပိုင်းတွင် အိတ်ဖွင့်တင်ဒါခေါ်ဆိုခဲ့သည်။

FMIDecaux သည် FMI ကုမ္ပဏီနှင့် JCDecaux ကုမ္ပဏီ နှစ်ခု ပူးပေါင်းတည်ထောင်သော ကုမ္ပဏီတစ်ခုဖြစ်ပြီး တင်ဒါကို ဝင်ရောင်ယှဉ်ပြိုင်ခဲ့သည်။ ကမ္ဘာကျော် Designer များနှင့် ဝါရင့်နည်းပညာရှင်များ တီထွင်ဖန်တီး ဆောက်လုပ်ထားသော ဘတ်စ်ကားမှတ်တိုင် Design နှစ်မျိုး၊ City Information Panels Design နှစ်မျိုး၊ များစွာသောအကျိုးပြု Supplementary Street Furniture Items များ (ထိုင်ခုံရှည်၊ Columns၊ ဘတ်စ်လက်မှတ်အရောင်း Column Kiosks, အမှိုက်ပုံးများနှင့် ဘတ်စ်ကားဆိုက်ရောက်ချိန် ဖော်ပြသော Panels) များ ကို အဆိုပြုတင်သွင်းခဲ့ရာ ၂၀၁၇ ခုနှစ်၊ မေ မလ (၁၆)ရက်နေ့တွင် တင်ဒါအောင်မြင်ခဲ့သည်။ FMIDecaux နှင့် YCDC လုပ်ငန်းသဘောတူစာချုပ် ချုပ်ဆိုပြီးတာနှင့်အတူ FMIDecaux မှ ရာနှုန်းပြည့် ရင်းနှီးမြှုပ်နှံသွားမည်ဖြစ်သည်။ မည်သည့် အစိုးရအဖွဲ့အစည်းများစီမှ စရိတ်စခတောင်းခံသွားမည်မဟုတ်ဘဲ တင်ဒါအဆိုပြုတင်ပြချက်အရ ဝင်ငွေ၏ ရာခိုင်နှုန်းအချို့ကို YCDC ထံ ဝေပုံကျ ပေးဆောင်သွားမည်ဖြစ်သည်။ အသေးစိတ်ကို စာမျက်နှာ (၁၁)တွင် ဖော်ပြထားပါသည်။

တူညီသော အလေးဂရုပြုမှု၊ ပွင့်လင်းမြင်သာမှု၊ အလုပ်ကတိတည်မှု၊ အမြော်အမြင်ရှိမှုတို့ နှင့်အတူ FMIDecaux အနေဖြင့် ဤအရေးပါသော ရန်ကုန်မြို့တော် ဖွံ့ဖြိုးတိုးတက်ရေးစီမံကိန်းအား YCDC နှင့် အတူ ဂုဏ်ယူဝမ်းမြောက်စွာ ပူးပေါင်း ဆောင်ရွက်သွားမည် ဖြစ်ပါသည်။

I. Executive Summary

Transport infrastructure is the imperative enzyme that adds speed and efficiency to a country's developmental progress. With recent reforms on regional transport system and governance, Yangon sets out to unfold a new era of safe, reliable, efficient and customer-focused road transportation since the deployment of the new bus system called Yangon Bus Services (YBS). The new YBS system will leverage the city's recent technological advancement to modernize bus stops equipping with real time bus information (RTI), monitor buses & drivers with GPS tracking & CCTV and digitalize payment. Steering the road transport development change, the Yangon City Development Committee's fulcrum is to modernize bus stops with safe and accessible international standards bus shelters with real time bus information, and as such early January 2017, YCDC disseminated a public tender to **fabricate, install, maintain and operate the street furniture items providing useful amenities to millions of city commuters and travelers.**

The joint venture between FMI and JCDecaux, named FMIDecaux, participated in the bid for tender proposing two different designs of Bus Stops and two different designs of City Information Panels, along with many Supplementary Items (Benches, Columns, Column Kiosks, Litter Bins, Real Time Information Panels, etc.).

On May 16th, 2017, FMIDecaux was announced as the tender awardee. Once the Project Contract is executed between FMIDecaux and YCDC, FMIDecaux at its own expense with zero cost to the public, YCDC and any government authority, shall undertake this project. In addition, FMIDecaux will share part of its revenue percentage to the YCDC as a Concession Fee. Details are shown on page 11. FMIDecaux will also carry out periodical cleaning and maintenance of the Street Furniture Items providing city commuters and travelers with clean and comfort amenities whilst encouraging livability and beauty of the City.

With shared value of respect, transparency, commitment and vision of a great future for Yangon, FMIDecaux, is proud and honored to undertake this significant city urban planning project. FMIDecaux will work cohesively with YCDC for successful and reputable implementation of this project in enhancing the landscape of Yangon's transport infrastructure.

II. Project Introduction

a) Project Scope:

- To Fabricate, Design, Install, Operate and Maintain Street Furniture Items and Operation of advertisements on the Street Furniture Items in the City of Yangon.

b) Project Duration: 20 years with an option to extend

c) Project Details:

- At zero cost to YCDC & the City, FMIDecaux will fully finance and undertake the Yangon Street Furniture project

- FMIDecaux will construct a total of 500 Bus Shelters, 500 City Information Panels and over 600 Supplementary Items (as shown on page 16)

- In addition, FMIDecaux will share part of the advertising revenue*to YCDC as a Concession Fee.

d) Design of Bus Shelters, City Information Panels & Supplementary Items

i. 2 designs of Bus Shelters
   - 450 x Mingalaba Design Bus Shelters
   - 50 x Foster Design Bus Shelters

ii. 2 designs of City Information Panels
   - 490 x Mingalaba CIP
   - 10 x Szekely Design with batteries recycling container

iii. Supplementary Items
   Information on the following page

*Detailed revenue sharing figures are shown in page 11

i. **2 Designs of Bus Shelters**

Mingalaba Design Bus Shelter

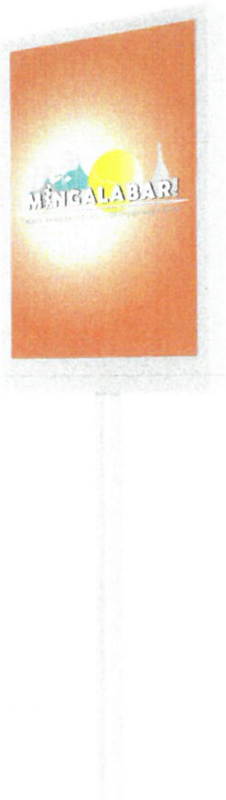


Foster Design Bus Shelter



ii. **2 Designs of City Information Panel**

Mingalaba Design City Information Panel



Szekely Design City Information Panel



iii. Supplementary Items



Real Time Information Boards



Bench



Litter Bin



Column Pillar



Column Pillar Kiosk-Ticketing Booth



Yangon History Pole



Drinking Fountain Pole



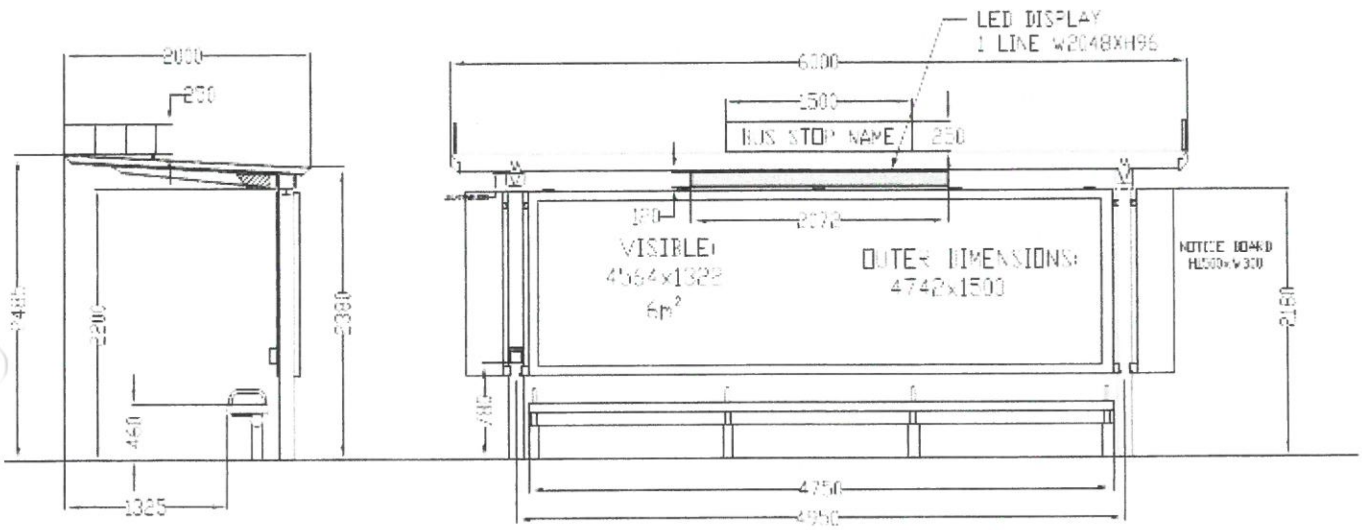
Yangon Maps on CIP



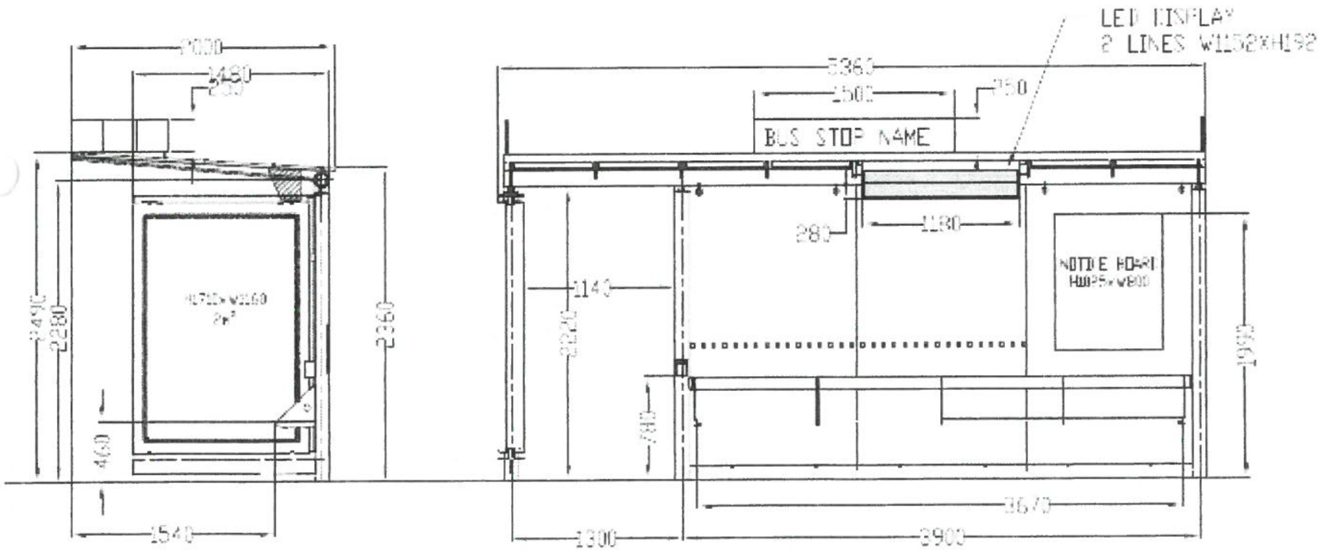
Battery Recycling Containers

e) Dimension of Bus Shelters & CIP

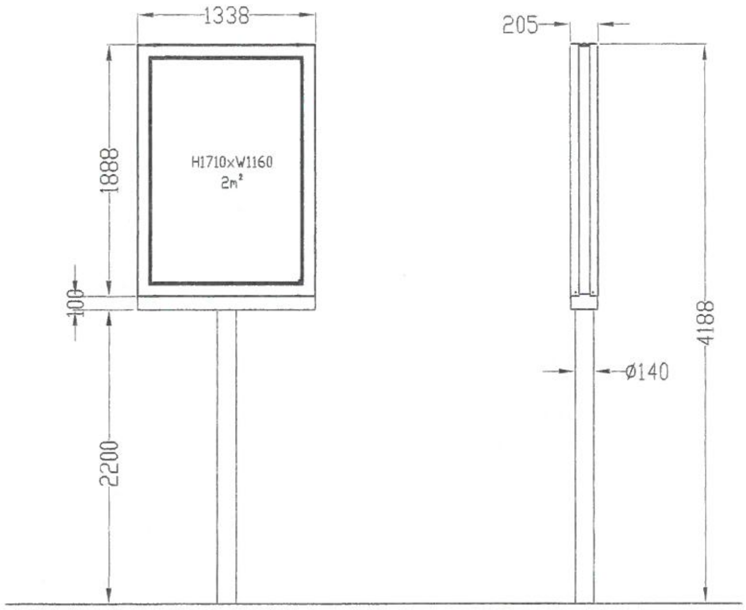
Mingalaba Design Bus Shelters



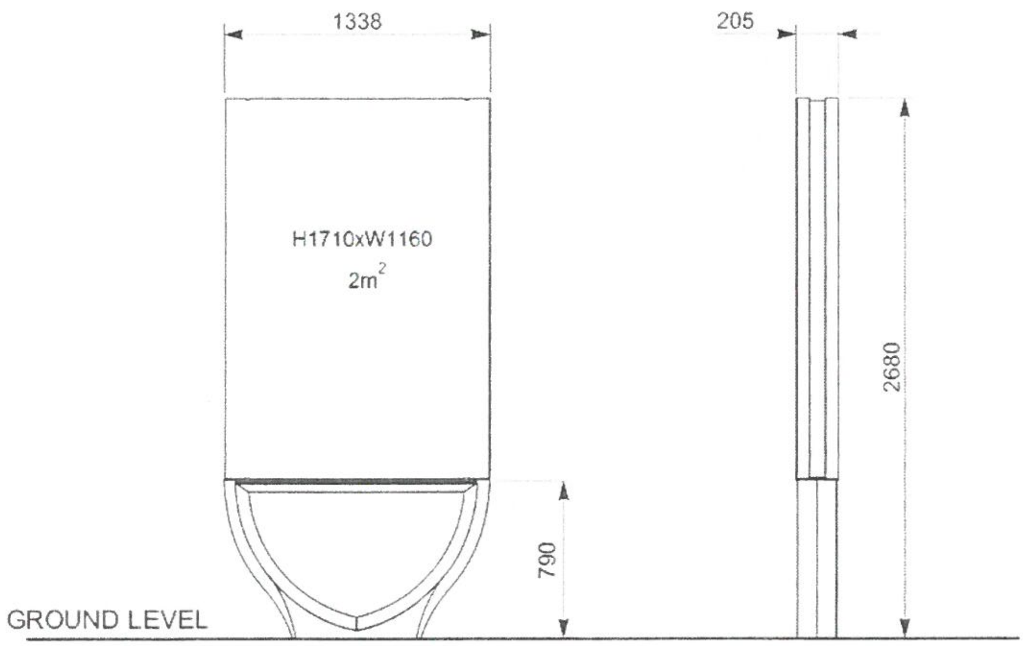
Foster Design Bus Shelters



Mingalaba Design City Information Panel



Szekely Design City Information Panel



f) Concession Fee and Supplementary Items Offer

- In addition to investing 100% at the sole expense of the Company, FMIDecaux, an annual Concession Fee in form of Revenue Sharing to YCDC as part of the financial contribution.

Percentage(s) of Revenue Share

Year	Year 1 to 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11 to 20
%	5%	6%	7%	8%	9%	10%	11%	12%	15%

<table>
<tr><th colspan="2">20-year term with Revenue Share</th></tr>
<tr><td>1 Showcase of Street Furniture[1]
5 Litter Bins[2]
5 Benches
1 Column with YCDC information
1 Column with 1 kiosk for YCDC's sole use
2 Flagpoles
1 Drinking Fountain[4]
1 Lamppost with banner
1 CIP with battery recycling container
1 History Pole</td><td>Total Street Furniture Items
500 Bus Stops
500 City Information Panels
500 Real Time Information boards (RTI boards)
500 additional Litter Bins[2]
20 Szekely CIP with battery recycling container[2]
20 Drinking Fountains[4]
6 times per year free printing and posting of YCDC posters[3]
5 Columns that will have 1 face for the sole use of YCDC. It may incorporate a kiosk for YCDC & YRTA to sell their new bus smartcard payment system</td></tr>
<tr><td colspan="2">Other Services provided:
Electrical consumption of the Street Furniture Items
Electrical connections of the Street Furniture Items up to 10 meters
Relocation of the Items (up to 1% of the total quantity per year)
Cleaning the pavement under the items
Up to 50 Yangon maps to be printed and posted on CIP, every 3 years[3]</td></tr>
</table>

1. In front of City Hall or any other location to be chosen by mutual agreement
2. Battery recycling containers and litter bins to be emptied by YCDC at its own cost
3. Artworks to be provided by YCDC
4. Connection to the water network and water consumption cost to be borne by YCDC

III. Minutes from Meeting with Director General

အစည်းအဝေးမှတ်တမ်း

အစည်းအဝေးအကြောင်းအရာ	လမ်းသုံးပရိဘောဂ ဒီဇိုင်းရေးဆွဲ၊ ထုတ်လုပ်၊ တပ်ဆင်၊ လုပ်ငန်းလုပ်ကိုင်ခြင်း နှင့်ပြုပြင်ထိန်းသိမ်းခြင်း လုပ်ငန်းစဉ် နှင့် ထို လမ်းသုံးပရိဘောဂများပေါ်တွင် ကြော်ငြာလုပ်ငန်းသည် MIC Permit ခွင့်ပြုမိန့် လျှောက်ထားရန်လိုမလို
အစည်းအဝေးနေရာ	DICA ရုံးချုပ် အစည်းအဝေးခန်းမ
အစည်းအဝေးအချိန်	၁၀ နာရီ (၅ ရက်၊ ဂျူလိုင်လ၊ ၂၀၁၇)
အစည်းအဝေးတက်ရောက်သူများ	ညွှန်ကြားရေးမှူးချုပ် ဦးအောင်နိုင်ဦး (DICA)၊ ဦးခင်မောင်ဦး (FMI)၊ ဒေါ်စန္ဒာမိုးမြင့် (FMI)၊ ဦးစောကျော်ဝင်း (FMI)၊ Mrs.Cheah Swee Gim (Kevin Chia) နှင့် ဒေါ်ခင်အလီမွှာ (Kevin Chia)

ဆွေးနွေးသောအကြောင်းအရာများ နှင့် မှတ်ချက်များ

Ref	ဆွေးနွေးသောအကြောင်းအရာများ	မှတ်ချက်များ
1.	FMIDecaux Company မှ YCDC နှင့် စာချုပ်ချုပ်ဆိုပြီး လမ်းသုံးပရိဘောဂ ဒီဇိုင်းရေးဆွဲ၊ ထုတ်လုပ်၊ တပ်ဆင်၊ လုပ်ငန်းလုပ်ကိုင်ခြင်း နှင့်ပြုပြင်ထိန်းသိမ်းခြင်းလုပ်ငန်းစဉ် တစ်ခုသည် စုစုပေါင်းရင်းနှီးမြှုပ်နှံငွေ သန်း (၂၀)မကျော် သော်လည်း နိုင်ငံခြားရင်းနှီး မြှုပ်နှံငွေပါဝင်ပြီး အများပြည်သူပိုင်လမ်းတွင် YCDC ခွင့်ပြုမိန့်ရ လုပ်ငန်းလုပ်ကိုင်ရန် ရှိသောကြောင့် MIC Permit ခွင့်ပြုမိန့် လျှောက်ထားရန်လိုမလို?	အများပြည်သူပိုင်လမ်းပေါ်မှာ လုပ်ငန်းလုပ်ကိုင်ရန် ရှိပြီး အများပြည်သူကို အကျိုးထိရောက်စေသော ကြောင့် MIC Permit လျှောက်ထားပါဟု ညွှန်ကြားရေးမှူးချုပ် ဦးအောင်နိုင်ဦး (DICA) ညွှန်ကြားခဲ့ပြီး YCDC နှင့် ချုပ်ဆိုရန်ရှိသော နှစ်ဦးသဘောတူ လုပ်ငန်းစာချုပ် နှင့်တကွ လျှောက်ထားပါ ဟု ညွှန်ကြားခဲ့သည်။

၁၀ နာရီခွဲတွင် အစည်းအဝေးပိတ်သိမ်းခဲ့သည်။

IV. Proposal Form (Form 2)

ပုံစံ (၂)

087

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အတွင်း ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန် ရင်းနှီးမြှုပ်နှံသူ၏ အဆိုပြုချက်

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊

ရက်စွဲ ၊ ၂၀၁၇ ခုနှစ်၊ ၉ လ ၁၂ ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၃၆ နှင့်အညီ ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အတွင်း ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုပါသဖြင့် ခွင့်ပြုပါရန် အောက်ပါအချက်အလက်များ ကိုဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏ -

(က) အမည် ဒေါ်ဇာခြည်တင် ကိုယ်စားပြုသော First Myanmar Investment Company Limited

(ခ) အဖအမည် ဦးညွန့်တင်

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ ၁၂/ကမရ (နိုင်) ၀၁၀၆၃၀
နိုင်ငံကူးလက်မှတ်အမှတ်

(ဃ) နိုင်ငံသား ဗမာ

(င) နေရပ်လိပ်စာ N/A

(၁) ပြည်တွင်း 1 Office Park, Rain Tree Drive, Pun Hlaing Estate, Hlaing Tharyar Township, Yangon, 11401, Myanmar

(၂) ပြည်ပ N/A

(စ) တယ်လီဖုန်း /ဖက်စ် ၀၉-၅၁၂၁၂၃၁

(ဆ) အီးမေးလ်လိပ်စာ zarchitin@fmi.com.mm

(ဇ) ပင်မကုမ္ပဏီအမည် First Myanmar Investment ကုမ္ပဏီလီမိတက်

(ဈ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ FMI Center ၊ ၁၀ ထပ်၊ ဗိုလ်ချုပ်အောင်ဆန်းလမ်း၊ ပန်းဘဲတန်းမြို့နယ်၊ ရန်ကုန်မြို့။

(ည) လုပ်ငန်းအမျိုးအစား ရန်ကုန်မြို့တွင်းလမ်းသုံးပရိဘောဂဒီဇိုင်းရေးဆွဲ၊ ထုတ်လုပ်၊ တပ်ဆင်၊ လုပ်ငန်းလုပ်ကိုင်ခြင်း၊ ပြုပြင်ထိန်းသိမ်းခြင်း နှင့် ထိုလမ်းသုံးပရိဘောဂများပေါ်တွင် ကြော်ငြာလုပ်ငန်းလုပ်ကိုင်ခြင်း။

၂။ ဖက်စပ်ပြုလုပ်၍ ရင်းနှီးမြှုပ်နှံလိုပါကရင်းနှီးမြှုပ်နှံသူနှင့် ဖက်စပ်ပြုလုပ်မည့် သူများ၏ -

(က) အမည် Mr. Frederic Jacquemard representing JCDecaux Asia (S) Pte Ltd

(ခ) အဖအမည် N/A

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ 17FV07571

နိုင်ငံကူးလက်မှတ်အမှတ်

(ဃ) နိုင်ငံသား French

(င) နေရပ်လိပ်စာ N/A

(၁) ပြည်တွင်း N/A

(၂) ပြည်ပ 8 Temasek Boulevard #33-02 Suntec City Tower, Singapore, 038988

(စ) ပင်မကုမ္ပဏီအမည် JCDecaux Asia (S) Pte Ltd

(ဆ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ 17 rue Soyer 92200 Neuilly sur Seine, France

မှတ်ချက်။ အထက်အပိုဒ် ၁၊ ၂ တို့နှင့် စပ်လျဉ်း၍ အောက်ပါအချက်များကို ပူးတွဲတင်ပြရန်-

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထားများ (မိတ္တူ)

(၂) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် (မိတ္တူ) နှင့် နိုင်ငံကူးလက်မှတ် (မိတ္တူ)

(၃) အဆိုပြုလုပ်ငန်းတွင် ပါဝင်လိုသူများ၏ လုပ်ငန်းပိုင်းနှင့် ငွေရေးကြေးရေး ဆိုင်ရာအထောက်အထားများ

၃။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါကလျှောက်ထားသူ၏ -

(က) အမည် N/A

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် N/A

(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

မှတ်ချက်။ တရားဝင်ကိုယ်စားလှယ်လွှဲစာပူးတွဲတင်ပြရန်

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် N/A

(ဃ) နိုင်ငံသား N/A

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့် N/A

နေရပ်လိပ်စာ N/A

(စ) တယ်လီဖုန်း /ဖက်စ် N/A

(ဆ) အီးမေးလ်လိပ်စာ N/A

၄။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် လုပ်ငန်းအမျိုးအစား ရန်ကုန်မြို့တွင်းလမ်းသုံးပရိဘောဂဒီဇိုင်းရေးဆွဲ၊ ထုတ်လုပ်၊ တပ်ဆင်၊ လုပ်ငန်းလုပ်ကိုင်ခြင်း၊ပြုပြင်ထိန်းသိမ်းခြင်း နှင့် ထိုလမ်းသုံးပရိဘောဂများပေါ်တွင် ကြော်ငြာလုပ်ငန်းလုပ်ကိုင်ခြင်း။

၅။ ဖွဲ့စည်းမည့် စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဌာန်

☐ ရာနိုင်နှုန်းပြည့် ☑ ဖက်စပ်ပြုလုပ်ခြင်း(ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်)

☐ အခြားသဘောတူညီချက်ပုံစံတစ်မျိုးမျိုးဖြင့်ဆောင်ရွက်ခြင်း(စာချုပ်မူကြမ်းတင်ပြရန်)

၆။ အစုရှယ်ယာရှင်များစာရင်း

စဉ်	အစုရှယ်ယာရှင်အမည်	နိုင်ငံသား	အစုရှယ်ယာပိုင်ဆိုင်မှု%
1.	JCDecaux Asia (S) Pte Ltd	Singapore	60%
2.	First Myanmar Investment Co., Ltd	Myanmar	40%
-	-	-	-
-	-	-	-

၇။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း USD သန်း ၅၀ (၅၀,၀၀၀,၀၀၀)

(ခ) အစုရှယ်ယာအမျိုးအစား သာမန်ရှယ်ယာ

(ဂ) အစုရှယ်ယာဝင်များကထည့်ဝင်မည့် အစုရှယ်ယာပမာဏ စုစုပေါင်းရင်းနှီးမြှုပ်နှံမှု USD (၁၃) သန်း (၁၃,၀၀၀,၀၀၀) JCDecaux Asia (S) Pte Ltd (၇,၈၀၀,၀၀၀ ရှယ်ယာ) | First Myanmar Investment Company Limited (၅,၂၀၀,၀၀၀ ရှယ်ယာ)

မှတ်ချက်။ သင်းဖွဲ့မှတ်တမ်း/သင်းဖွဲ့စည်းမျဉ်း သို့မဟုတ် ဖွဲ့စည်းပုံအခြေခံစည်းမျဉ်း ပူးတွဲ တင်ပြရန်

၈။ မတည်ငွေရင်းနှင့်သက်ဆိုင်သည့်အချက်အလက်များ-

ကျပ်/US$(သန်းပေါင်း)

(က) ပြည်တွင်းမှထည့်ဝင်မည့် မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း .... USD ၅.၂ သန်း

(ခ) နိုင်ငံခြားမှ ယူဆောင်လာမည့် မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း .... USD ၇.၈ သန်း

စုစုပေါင်း .... USD ၁၃ သန်း

(ဂ) အဆိုပြုမတည်ငွေရင်းနှစ်အလိုက်ထည့်ဝင်မည့်အခြေအနေ/ယူဆောင်လာမည့်ကာလ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ခွင့်ပြုမိန့်ထုတ်ပေးသောနေ့နှင့် တည်ဆောက်မှုစတင်ရန် သက်ဆိုင်ရာဌာနများ၊ အဖွဲ့အစည်းများမှ လိုင်စင်များ အားလုံးရရှိပြီးသည့်နေ့မှ ၅ နှစ်အတွင်း

(ဃ) ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး/ပမာဏ .... USD ၁၃ သန်း

(င) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် သက်တမ်း .... နှစ် (၂၀) နှင့် ထပ်မံသက်တမ်းတိုးရန်

(စ) ရင်းနှီးမြှုပ်မှုလုပ်ငန်းတည်ဆောက်မှုကာလသို့မဟုတ် ပြင်ဆင်မှုကာလ .... ***

မှတ်ချက်။ အပိုဒ် ၈(င) နှင့် စပ်လျဉ်း၍ ထူးခြားသည့် အခြေအနေရှိပါက နောက်ဆက်တွဲဖြင့် ဖော်ပြပါရန်

၉။ နိုင်ငံခြားမှ ယူဆောင်တင်သွင်းလာမည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း-

	နိုင်ငံခြားငွေ (သန်းပေါင်း)	ညီမျှသည့်ခန့်မှန်းငွေကျပ် (သန်းပေါင်း)
(က) နိုင်ငံခြားငွေ (အမျိုးအစားနှင့် တန်ဖိုးပမာဏ)	USD ၇.၈ မီလီယံ	ကျပ် ၁၀.၆၁ ဘီလီယံ
(ခ) စက်ပစ္စည်းများ၊ စက်ကိရိယာများ စသည့်ပစ္စည်းတို့၏ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	-	-
(ဂ) ကနဦးကုန်ကြမ်းပစ္စည်းများနှင့် အခြားအလားတူပစ္စည်းများ၏ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	-	-
(ဃ) လိုင်စင်၊ တီထွင်မှုပိုင်ဆိုင်ခွင့်၊ စက်မှုဒီဇိုင်း၊ကုန်အမှတ်တံဆိပ်၊	-	-

ငွေလဲနှုန်း 1 USD = 1,360 MMK

*** မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ခွင့်ပြုမိန့်ထုတ်ပေးသောနေ့နှင့် တည်ဆောက်မှုစတင်ရန် သက်ဆိုင်ရာဌာနများ၊ အဖွဲ့အစည်းများမှ လိုင်စင်များ အားလုံးရရှိပြီးသည့်နေ့မှ ၅ နှစ်အတွင်း

မူပိုင်ခွင့် စသည့် အသိဉာဏ်
ဆိုင်ရာပစ္စည်းများကိုတန်ဖိုး
ဖြတ်နိုင်သောအခွင့်အရေးများ၏
တန်ဖိုးပမာဏ - -

(င) ကျွမ်းကျင်မှုနည်းပညာရပ်များ၏ တန်ဖိုးပမာဏ	-	-
(စ) အခြား (ဥပမာ-ဆောက်လုပ်ရေး လုပ်ငန်းသုံးပစ္စည်းများ)		
စုစုပေါင်း	USD ၇.၈ မီလီယံ	ကျပ် ၁၀.၆၁ ဘီလီယံ

မှတ်ချက်။ အပိုဒ် ၉ (ဃ) (င) တို့နှင့် စပ်လျဉ်း၍ အသုံးပြုခွင့်အထောက်အထားများ ပူးတွဲ တင်ပြရန်။

၁၀။ ပြည်တွင်းမှထည့်ဝင်မည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း-

	ကျပ်(သန်းပေါင်း)
(က) ငွေပမာဏ	USD ၅.၂ မီလီယံ (ညီမျှသည့်ခန့်မှန်းငွေကျပ် ၇.၀၇ ဘီလီယံ)
(ခ) စက်ပစ္စည်းကိရိယာများတန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	-
(ဂ) မြေ/ အဆောက်အအုံ တန်ဖိုး သို့မဟုတ် ငှားရမ်းခ	-
(ဃ) အဆောက်အအုံဆောက်လုပ်မှုကုန်ကျစရိတ်	-
(င) ပရိဘောဂနှင့် လုပ်ငန်းသုံးပစ္စည်းများ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	-
(စ) ကနဦးကုန်ကြမ်းပစ္စည်းတန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	-
(ဆ) အခြား	-
စုစုပေါင်း	USD ၅.၂ မီလီယံ (ညီမျှသည့်ခန့်မှန်းငွေကျပ် ၇.၀၇ ဘီလီယံ)

ငွေလဲနှုန်း 1 USD = 1,360 MMK

၁၁။ ဈေးငွေနှင့်သက်ဆိုင်သည့် အချက်အလက်များ -

☐ ပြည်တွင်းဈေးငွေ ......N/A...... ကျပ်

......N/A...... အမေရိကန်ဒေါ်လာ

☐ ပြည်ပဈေးငွေ ......N/A...... အမေရိကန်ဒေါ်လာ

၁၂။ ဆောင်ရွက်မည့် စီးပွားရေးအဖွဲ့အစည်းနှင့် သက်ဆိုင်သောအချက်အလက်များ -

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ(များ)/တည်နေရာ ......N/A......

ရန်ကုန်မြို့တွင်း (တင်ဒါ RFP တွင်သတ်မှတ်ထားသော ရန်ကုန်တိုင်းဒေသကြီး (Appendix 2))

(ခ) မြေ သို့မဟုတ် မြေနှင့်အဆောက်အအုံနေရာအမျိုးအစားနှင့် အကျယ်အဝန်းလိုအပ်ချက်

(၁) တည်နေရာ......ရန်ကုန်တိုင်းဒေသကြီး......

(၂) မြေ/အဆောက်အအုံအကျယ်အဝန်း၊အရေအတွက် ....

(၃) လက်ရှိပိုင်ဆိုင်သူ......ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ......

(ကက) အမည်/ ကုမ္ပဏီအမည်/ဌာန......N/A......

(ခခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်......N/A......

(ဂဂ) နေရပ်လိပ်စာ......N/A......

....

(၄) မြေအမျိုးအစား......စည်ပင်ပိုင်မြေ ၊ အများပိုင်မြေ......

(၅) မြေငှားဂရန် ခွင့်ပြုကာလ ......နှစ် (၂၀) နှင့် ထပ်မံသက်တမ်းတိုးရန်......

(၆) ငှားရမ်းမည့်ကာလ ......N/A...... မှ ......N/A...... ထိ (   )နှစ်

(၇) ငှားရမ်းစနှုန်းထား ......ငှားရန်းခြင်း မဟုတ်သောကြောင့် ငှားရန်းခဟူ၍မရှိ။ တင်ဒါ RFP အရ ဝင်ငွေ၏ ရာခိုင်နှုန်း တစ်စိတ်တစ်ပိုင်း ကို Concession Fee အနေဖြင့် YCDC ကိုပေးဆောင်သွားမည်။

(ကက) မြေ......N/A......

(ခခ) အဆောက်အအုံ......N/A......

(၈) ရပ်ကွက်......N/A......

(၉) မြို့နယ် ......N/A......

(၁၀) ပြည်နယ်/တိုင်းဒေသကြီး......N/A......

(၁၁) ငှားရမ်းမည့်ပုဂ္ဂိုလ်......N/A......

(ကက) အမည်/ ကုမ္ပဏီအမည်/ဌာန ......N/A......

(ခခ) အဖအမည် ......N/A......

(ဂဂ) နိုင်ငံသား ......N/A......

(ဃဃ) နိုင်ငံကူးလက်မှတ်အမှတ်/ ......N/A......

နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်

(၂) ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းပြုလုပ်မည့် အစီအမံများ

၁၅။ အဆိုပြုချက်နှင့်အတူအောက်ဖော်ပြပါ လျှောက်ထားလွှာများကိုတင်ပြလျှောက်ထားခြင်းရှိ/မရှိဖော်ပြရန် -

☐ မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

☑ အခွန်ကင်းလွတ်ခွင့်သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

၁၆။ အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ်အား နောက်ဆက်တွဲဖြင့် ဖော်ပြရန်။

344FC
2017-2018

လျှောက်ထားသူလက်မှတ်

အမည် ဒေါ်ဇာခြည်တင်

ရာထူး Director (Strategic Development)

ဌာန/ကုမ္ပဏီတံဆိပ် First Myanmar Investment Company Limited

ရက်စွဲ- ၁၂၊ စက်တင်ဘာလ၊ ၂၀၁၇

အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ်(နည်းဥပဒေ ၃၈)

၁။ ရင်းနှီးမြှုပ်နှံမှုတွင် တိုက်ရိုက်ဖြစ်စေ၊ သွယ်ဝိုက်၍ဖြစ်စေ အကျိုးစီးပွား သိသာထင်ရှားစွာ ပါဝင်သော အခြားပုဂ္ဂိုလ်များဖော်ပြရန်-

(က) ရင်းနှီးမြှုပ်နှံသူမှ ရရှိမည့် အမြတ်ငွေ ၏ ၁၀ % နှင့် အထက်ကို ပိုင်ဆိုင်ခွင့်ရှိသည့် သို့မဟုတ် ထိန်းချုပ်ခွင့်ရှိသည့် လုပ်ငန်း၏ -

(၁) အမည် ---------- N/A

(၂) ဆက်သွယ်ရမည့်လိပ်စာ ---------- N/A

(၃) မှတ်ပုံတင်အမှတ် (တစ်ဦး ထက်ပိုပါက နောက်ဆက်တွဲဖြင့် ဖော်ပြရန်) ---------- N/A

(ခ) ခွင့်ပြုမည့်ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရာတွင်တိုက်ရိုက်ပါဝင်သည့် လက်အောက်ခံကုမ္ပဏီများရှိလျှင် အဆိုပါကုမ္ပဏီများ၏အမည်ကို ဖော်ပြရန်-

(၁) ---------- N/A

(၂) ---------- N/A

(၃) ---------- N/A

၂။ ရင်းနှီးမြှုပ်နှံမှု၏ အဓိကတည်နေရာ သို့မဟုတ် တည်နေရာများ ---------- ရန်ကုန်မြို့တွင်း (တင်ဒါ RFP တွင်သတ်မှတ်ထားသော ရန်ကုန်တိုင်းဒေသကြီး (Appendix 2))

---------- N/A

---------- N/A

---------- N/A

၃။ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းပြုလုပ်မည့်ကဏ္ဍနှင့် ဆောင်ရွက်မည့်စီးပွားရေးလုပ်ငန်းများ ဖော်ပြချက် ---------- ရန်ကုန်မြို့တွင်းလမ်းသုံးပရိဘောဂဒီဇိုင်းရေးဆွဲ၊ထုတ်လုပ်၊ တပ်ဆင်၊ လုပ်ငန်းလုပ်ကိုင်ခြင်း၊ပြုပြင်ထိန်းသိမ်းခြင်း နှင့် ထိုလမ်းသုံးပရိဘောဂများပေါ်တွင်ကြော်ငြာလုပ်ငန်း လုပ်ကိုင်ခြင်း။

---------- N/A

၄။ အဆိုပြုထားသော ရင်းနှီးမြှုပ်နှံမှုပမာဏ (မြန်မာကျပ် နှင့် အမေရိကန်ဒေါ်လာ တို့ဖြင့် ဖော်ပြရန်) ---------- အမေရိကန်ဒေါ်လာ (၁၃) သန်း (သို့) မြန်မာကျပ်ငွေ (၁၇.၆၈) ဘီလီယံ

---------- N/A

၅။ ရင်းနှီးမြှုပ်နှံမှု အကောင်အထည်ဖော်မည့် ခန့်မှန်းအချိန်ဇယား အပါအဝင် အစီအစဉ်ဖော်ပြချက်-

(က) တည်ဆောက်ရေးကာလသို့မဟုတ် ပြင်ဆင်မှုကာလ(နှစ်၊လတို့ဖြင့်ဖော်ပြရန်) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ခွင့်ပြုမိန့်ထုတ်ပေးသောနေ့နှင့် တည်ဆောက်မှုစတင်ရန် သက်ဆိုင်ရာဌာနများ၊ အဖွဲ့အစည်းများမှ လိုင်စင်များ အားလုံးရရှိပြီးသည့်နေ့မှ ၅ နှစ်အတွင်း

(ခ) စီးပွားဖြစ်စတင်မည့်ကာလ (နှစ်၊လတို့ဖြင့်ဖော်ပြရန်) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုနည်းဥပဒေပုဒ်မ၁၄၆(ခ) နှင့်၊သို့မဟုတ် (ဂ)အရ တည်ဆောက်မှုကာလ ပြီးဆုံးပြီးနောက်ရက်ပေါင်း (၉၀) အတွင်း တည်ဆောက်မှုကာလ ပြီးဆုံးကြောင်းနှင့် စီးပွားဖြစ်စတင်ဆောင်ရွက်ကြောင်း အကြောင်းကြားခြင်းကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုနည်းဥပဒေပုဒ်မ၁၄၀ နှင့်၁၄၅တို့အရ တည်ဆောက်မှုကာလ ပြီးဆုံးပြီးနောက်ရက်ပေါင်း (၃၀) အတွင်း အကြောင်းကြားပါမည်။

၆။ ခန့်ထားမည့် အလုပ်သမားဦးရေ -

(က) ပြည်တွင်း ၁၇ ယောက်

(ခ) ပြည်ပ (ပညာရှင်/ကျွမ်းကျင်သူ) ၁ ယောက်

၇။ ပြည်ပမှ ပြည်တွင်းသို့ ယူဆောင်လာမည့် မတည် ရင်းနှီးမြှုပ်နှံမှုများတွင် ငွေသားဖြင့် ယူဆောင်မှုပမာဏ (Capital in-Cash)၊ ရင်းနှီးပစ္စည်း အဖြစ်ယူဆောင် လာမည့် ရင်းနှီးငွေပမာဏ (Capital in-Kinds) တို့အား တိကျစွာခွဲခြားသတ်မှတ် ဖော်ပြပေးရန်(မြန်မာကျပ် နှင့် အမေရိကန် ဒေါ်လာ တို့ဖြင့်ဖော်ပြရန်) -

(က) ငွေသားဖြင့်ယူဆောင်မှုပမာဏ USD ၇.၈ မီလီယံ (ညီမျှသည့်ခန့်မှန်းငွေကျပ် ၁၀.၆၁ ဘီလီယံ)

(ခ) ပစ္စည်းအဖြစ်ယူဆောင်လာမည့် ရင်းနှီးငွေပမာဏ N/A

N/A

မှတ်ချက်။ ရင်းနှီးမြှုပ်နှံသူသည် ရင်းနှီးမြှုပ်နှံမှုနှင့် သက်ဆိုင်သော လျှို့ဝှက်ထိန်းသိမ်းရမည့် သတင်း အချက်အလက်များအား ထုတ်ပြန်ခြင်းမှ ရှောင်ကြဉ်ရန် ကော်မရှင်ထံ တင်ပြတောင်းဆိုနိုင်သည်။

ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှု ရှိပါကြောင်းအာမခံပါသည်။

ဤအဆိုပြုချက်တွင် ခွင့်ပြုမိန့်ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ၌ လိုအပ်သည့် အချက်အလက်များကို လျှောက်ထားသူကပေးအပ်ရန် ပျက်ကွက်ပါက အဆိုပြုချက်ကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေးကြန့်ကြာခြင်းတို့ ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာ သဘောပေါက်နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာ မည်ဖြစ်ကြောင်းဝန်ခံကတိပြုအပ်ပါသည်။

FMIDecaux Company Limited
344FC
2017-2018

လျှောက်ထားသူလက်မှတ်

အမည် ဒေါ်ဇာခြည်တင်

ရာထူး Director (Strategic Development)

ဌာန/ကုမ္ပဏီတံဆိပ် First Myanmar Investment Company Limited

Form (2)

Proposal Form for the Investment to be made in the Republic of the Union of Myanmar

To,

Chairman
Myanmar Investment Commission

Reference No.
Date. 12/ September/ 2017

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Section 36 of the Myanmar Investment Law by furnishing the following particulars:-

1. The Investor's:-
   (a) Name Ms. Zarchi Tin reprsenting First Myanmar Investment Company Limited
   (b) Father's name U Nyunt Tin
   (c) ID No./National Registration Card No./Passport No. 12/KaMaYa (N)
010630
   (d) Citizenship Myanmar
   (e) Address:
      (i) Address in Myanmar 1 Office Park, Rain Tree Drive, Pun Hlaing Estate,Hlaing Tharyar Township, Yangon, 11401, Myanmar
      (ii) Residence abroad N/A
   (f) Phone /Fax 09-5121231
   (g) E -mail address zarchitin@fmi.com.mm
   (h) Name of principle organization First Myanmar Investment Company Limited
   (i) Type of Business Design, Fabrication, Installation, Maintenance and Operation of Street Furniture Items and Operation of Advertisement on those Items in the City of Yangon
   (j) Principle company's address: FMI Center, Level 10, Bogyoke Aung San Road, Pabedan Township, Yangon

2.a If the investment business is formed under Joint Venture, partners':-
   (a) Name Mr. Frederic Jacquemard representing JCDecaux Asia (S) Pte Ltd
   (b) Father's name N/A
   (c) ID No./ National Registration Card No./Passport No. No. 197400114W
   (d) Citizenship French

(e) Address: N/A

(i) Address in Myanmar N/A

(ii) Residence abroad 8 Temasek Boulevard #33-02 Suntec City Tower, Singapore, 038988

(f) Parent company N/A

(g) Parent company's address N/A

Note: The following documents need to be attached according to the above paragraph (1) and (2):-

(1) Company registration certificate (copy);

(2) National Registration Card (copy) and passport (copy);

(3) Evidences about the business and financial conditions of the participants of the proposed investment business;

3. If the investor don't apply for permission to make investment by himself/herself, the applicant;

(a) Name N/A

(b) Name of Contact Person N/A

(if applicant is business organization)

Remark: To submit the official letter of legal representative as attachment

(c) ID No./ National Registration Card No./Passport No. N/A

(d) Citizenship N/A

(e) Address in Myanmar : N/A

(f) Phone / Fax : N/A

(g) E-mail : N/A

4. Type of proposed investment business:- Design, Fabrication, Installation, Maintenance and Operation of Street Furniture Items and Operation of Advertisement on those Items in the City of Yangon

5. Type of business organization to be formed:-

☐ One Hundred Percent ☑ Joint Venture (To attach the draft of JV agreement)

☐ Type of Contractual basis (To attach contract (agreement) draft)

6. List of shareholders

No	Name of Shareholder	Citizenship	Share Percentage
1.	JCDecaux Asia (S) Pte Ltd	Singapore	60%
2.	First Myanmar Investment Co., Ltd	Myanmar	40%
-	-	-	-

7. Particulars of Company incorporation

(a) Authorized Capital Fifty Million United States Dollar (USD 50,000,000)

(b) Type of Share Ordinary Shares

(c) Number of Shares Total Investment USD 13 Million

JCDecaux Asia (S) Pte Ltd (7,800,000 shares) | First Myanmar Investment Company Limited (5,200,000 shares)

Note: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 7.

8. Particulars of Paid-up Capital of the investment business

	Kyat/US$ (Million)
(a) Amount/percentage of local capital to be contributed	USD 5.2 Million
(b) Amount/percentage of foreign capital to be brought in	USD 7.8 Million
Total	USD 13 Million

(c) Annually or period of proposed capital to be brought in
Within 5 years from the date of issuance of the MIC Permit and after obtaining all other relevant licenses from the relevant government department and/or governmental organization

(d) Value /Amount of investment
USD 13 Million

(e) Investment period 20 years and extendable

(f) Construction/Preparation period Within 5 years from the date of issuance of the MIC Permit and after obtaining all other relevant licenses from the relevant government department and/or governmental organization to commence construction

Note: Describe with annexure if it is required for the specific condition in regard to the above Paragraph 8 (c).

9. Detailed list of foreign capital to be brought in -

	Foreign Currency (Million)	Equivalent Kyat (Million)
(a) Foreign currency (Type and Value)	USD 7.8 Million	MMK 10.61 Billion
(b) Machinery and equipment (to enclose detailed list)	-	-

Exchange rate : 1 USD = MMK 1,360

(c)	The value of initial raw materials and other similar materials (to enclose detailed list)	-	-
(d)	Value of license, intellectual property, industrial design, trade mark, patent, etc.	-	-
(e)	Value of technical know-how	-	-
(f)	Others(eg: Construction materials)	-	-
	Total	USD 7.8 Million	MMK 10.61 Billion

Remark: The evidence of permission shall be submitted for the above paragraph 9 (d) and (e).

10. Details of local capital to be contributed -

		Kyat (Million)
(a)	Amount	USD 5.2 Million (Equivalent MMK 7.070 Billion)
(b)	Value of machinery and equipment (to enclose the detailed list)	-
(c)	Value or rental rate of land and buildings	-
(d)	Cost of building construction	-
(e)	Value of furniture and assets (to enclose the detailed list)	-
(f)	Value of initial raw material (to enclose the detailed list)	-
(g)	Others	-
	Total	USD 5.2 Million (Equivalent MMK 7.070 Billion)

11. Particulars of Loans-

☐ Loan (local) N/A Kyat(s)

N/A US$

☐ Loan (abroad) N/A US$

Exchange rate : 1 USD = MMK 1,360

12. Particulars about the Investment Business -

(a) Investment location(s)/place Yangon Region (in the territory as defined in the Tender RFP (Appendix 2))

(b) Type and area requirement for land or land and building

(i) Location N/A

(ii) Area and number of land/building N/A

(iii) Owner of the land State-owned Land

(aa) Name/company/department Yangon City Development Committee

(bb) National Registration Card No. N/A

(cc) Address N/A

N/A

(iv) Type of land State-owned Land

(v) Period of land lease contract 20 years and extendable

(vi) Lease period N/A From N/A To (N/A) year

(vii) Lease rate No fixed lease rate. Revenue Sharing paid in form of Concession Fee.

(aa) Land N/A

(bb) Building N/A

(viii) Ward N/A

(ix) Township N/A

(x) State/Region Yangon N/A

(xi) Lessee Not lease. N/A

(aa) Name/ Name of Company/ Department N/A

(bb) Father's name N/A

(cc) Citizenship N/A

(dd) ID No./Passport No. N/A

(ee) Residence Address N/A

Note: The following documents have to be enclosed for above Paragraph 12 (b)

(i) to enclose land ownership and ownership evidences(except industrial zone) and land map;

(ii) land lease agreement(draft);

(c) Requirement of building to be constructed;

(i) Type / number of building N/A

(ii) Area N/A

(d) Annual products to be produced/ Services Appendix 15

(e) Annual electricity requirement .... Appendix 16 ....

(f) Annual requirement of water supply .... Appendix 17 ....

13. Detailed information about financial standing -

(a) Name/company's name .... FMIDecaux Company Limited ....

(b) ID No./National Registration Card No./Passport No. .... No.344FC/2017-2018(YGN) ....

(c) Bank Account No. The Bank of Tokyo-Mitsubishi UFJ, Ltd. (MUFG) Account No. – (1007149)

Remark: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above paragraph 13.

14. List of Employment:-

Item	Designation /Rank	Citizen	Foreign	Total
a	Senior management (Managers, senior officials)	-	1	1
b	Other management level (Except from senior management)	3	-	3
c	Professionals	-	-	-
d	Technicians	-	-	-
e	Advisors	4	-	4
f	Skilled Labour	-		-
h	Workers	10		10
Total		17	1	18

The following information shall be enclosed: -

(i) Social security and welfare arrangements for all employees;

(ii) Evaluation of environmental impact arrangements

15. Describe whether other Applications are being submitted together with the Proposal or not :

☐ Land Rights Authorisation Application

☑ Tax Incentive Application

16. Describe with annexure the summary of proposed investment.

Signature of the applicant

Name:	Ms. Zarchi Tin
Title:	Director
Department /Company	First Myanmar Investment Company
(Seal/Stamp)	Limited

FMIDecaux Company Limited
344FC
2017-2018

Date:---12/ September/ 2017---

Summary of Proposed Investment (Rule 38)

1. Please describe any other person who has a significant direct or indirect interest in the investment.

   (a) Please describe an Enterprise or individual who are entitled to possess more than 10% of the profit distribution:

   (1) Name — N/A

   (2) Address — N/A

   (3) Company Registration No. or N.R.C No./ Passport No. — N/A

   (b) If there is directly participated Subsidiary in carrying out the proposed investment, please describe the name of that companies:

   (1) N/A

   (2) N/A

   (3) N/A

2. The principal location or locations of the investment: Yangon Region (in the territory defined in the Tender RFP (Appendix 2))

3. A description of the sector in which the investment is to be made and the activities and operations to be conducted: Design, Fabrication, Installation, Maintenance and Operation of Street Furniture Items and Operation of Advertisement on those Items in the City of Yangon

4. The proposed amount of the investment (in Kyat and US$): USD 13 Million (Million 17.68 MMK)

5. A description of the plan for the implementation of the Investment including expected timetable:

   (a) Construction or Preparatory Period (Decribe MM/YY): Within 5 years from the date of issuance of the MIC Permit and after obtaining all other relevant licenses from the relevant governmental department and/or governmental organization to commence construction

   (b) Commercial Operation Date (Decribe MM/YY): 90 days after the completion of the Construction Period as per Rule 146 (b) and/or (c) of the Myanmar Investment Rules Notification for the completion of Construction Period and Commencement of Commercial Operation will be made to the Commission within 30 days after the end of the Construction Period as per Rule 140 and Rule 145 of the Myanmar Investment Rules.

6. Number of employees to be appointed:

   (a) Local -- 17

   (b) Foreign (Expert/ Technician) -- 1

7. Please specify the detailed list of foreign capital (Capital in-Cash and Capital in-Kinds) in Kyat and US$:

   (a) Capital in-cash to be brought in -- USD 7.8 Million (MMK 10.06 Billion)

   (b) Capital in-kind to be brought in -- N/A

Note: The investor may request the Commission to refrain from publishing commercial-in-confidential information of its investment.

Undertaking

I / We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief.

I /We fully understand that proposal may be denied or unnecessarily delayed if the applicant fails to provide required information to access by Commission for issuance of permit.

I/We hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission.

Signature of the applicant

FMIDecaux Company Limited 344FC 2017-2018

Name:	Ms. Zarchi Tin
Title:	Director
Department /Company	First Myanmar Investment Company Limited
(Seal/Stamp)	

Date: 12/ September/ 2017

V. Tax Incentive Application

Date:

To:

The Chairman
Myanmar Investment Commission
No. 1, Thitsar Road, Yankin Township,
Yangon Region, The Republic of the Union of Myanmar

Dear Sirs,

FMI DECAUX COMPANY LIMITED -- APPLICATION FOR TAX INCENTIVES UNDER THE MYANMAR INVESTMENT LAW

We refer to the captioned subject.

Background

By way of background, the Yangon City Development Committee ("**YCDC**") had on 3 January 2017 announced a public tender calling for participants to bid for the right to undertake the design, fabrication, installation, maintenance and operation of certain "Street Furniture Items" comprising bus shelters and city information panels within and throughout the Yangon region as well as the right to put up advertisements on such Street Furniture Items ("**Project**"). Pursuant to such invitation, our investors, JCDecaux Asia (S) Pte Ltd ("**JCD**"), a foreign-invested entity, and First Myanmar Investment Co., Ltd. ("**FMI**"), a wholly local/Myanmar-owned company (collectively, "**investors**") submitted a bid for the Project in 17 February 2017 and was eventually declared by the YCDC as the successful bidder of the tender on 16 May 2017. The investors were accordingly awarded the right to implement the Project through a company to be established by them.

Further to the award of the Project to our investors, an application was submitted to the Directorate of Investment and Company Administration ("**DICA**") of the Myanmar Companies Registration Office for the incorporation of a joint venture company by the investors under the name of FMIDecaux Company Limited (the "**Company**") and through which the Project will be implemented, and a Temporary Certificate of Incorporation and Form of Permit (No. 344FC/2017-2018(YGN)) had accordingly been issued to the Company on 21 July 2017.

Relevant Incentives

We are now in the process of securing an MIC Permit for the Company, and would like to concurrently apply for the following tax incentives to be made available to the Company pursuant to the provisions of the Myanmar Investment Law ("**MIL**").

a. Income tax exemption for the maximum period allowed under the MIL for the various townships located within the Yangon region where the Project is implemented, depending on their respective designated zones (section 75(a) of the MIL).

b. Exemption or relief from income tax on profits of the business if they are re-invested in the same or similar business within one year (section 78(a) of the MIL).

c. Exemption or relief from customs duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and construction materials used in the business which are imported as they are actually required during the construction period or preparatory period of the business (section 77(a) of the MIL).

d. If the volume of investment is increased with the approval of the MIC and the original business is expanded during the permitted period of investment, exemption or relief from customs duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business which are imported as they are actually required for use in the business which is being expanded as aforesaid (section 77(d) of the MIL).

e. Right to depreciation for the purpose of income tax assessment, after computing such depreciation from the year of commencement of commercial operation based on depreciation rate which is less than the stipulated lifetime of the machinery, equipment, building or capital assets used in the investment (section 78(b) of the MIL).

Satisfaction of Mandatory Criteria

We understand that, in assessing our application for the aforementioned tax incentives ("**tax incentive application**"), the MIC will have to consider (i) whether the *mandatory* criteria under Rules 91(a) to (f) of the Myanmar Investment Rules ("**MIR**") have been met and (ii) whether the other *non-mandatory* criteria under the remaining provisions of the MIR have been substantially met.

In terms of the mandatory criteria, we respectfully submit that these have all been met as follows.

Rule 91	Content	Remarks
(a)	The investor is acting, and the investment will be made, in accordance with the laws of Myanmar	The Project is made in accordance with the laws of Myanmar, as the business/activities contemplated thereunder (*i.e.*, the design, fabrication, installation, maintenance and operation of bus shelters and city information panels and the right to put up advertisements on such items) is not found in the list of restricted investment activities under MIC Notification No. 15/2017 and is therefore open to foreign investment. Further, the Project was specifically awarded to the investors by the YCDC and for implementation through the Company.
(b)	The application for tax incentives is in accordance with the MIL	The various tax incentives included herein are expressly provided for in the MIL (and the relevant provisions are also indicated beside each tax incentive cited above).
(c)	In the case of income tax exemption, the investment must be made in a Promoted Sector	See comments below
(d)	The investment involves the expenditure of additional funds or application of further capital in Myanmar of an amount exceeding US$300,000	The total paid-up capital for the investment is US$13,000,000, which is well in excess of the minimum required amount of US$300,000.
(e)	The investor holds or is applying for an MIC Permit or Endorsement in respect of the investment	As mentioned above, an application for the MIC Permit is being submitted concurrently with this tax incentive application.
(f)	In the case of income tax exemption, the investment is being made in a place designated under a notification of the MIC as being in Zone 1, Zone 2 or Zone 3 (or more than one zone)	The various townships within the Yangon region where the Project is located are designated as Zone 3 under MIC Notification 10/2017, and hence a period of three years' income tax exemption is sought.

Three Years Income Tax Exemption

As far as the criteria in Rule 91(c) is concerned, we believe that the business/activity to be conducted by the Company ought to be characterized as an establishment of new urban areas and therefore falls within item F of the list of *promoted sectors* under MIC Notification No. 13 of 2017.

This particular sector envisages that an urban area would include such facilities as roads, hospitals or clinics, administrative offices, fire stations, schools, markets, parks, water and electricity supply and telecommunications facilities. Although bus shelters and information panels are not expressly included within the list of facilities cited in the Notification, it is clear that the specific items listed in the notification are meant only as examples of (rather than an exclusive list of) the facilities commonly located within an urban area. These facilities share the common characteristic of being intended for the common use and/or benefit of the general community, and enhance urban areas for modern living. Bus shelters and city information panels (which are already commonplace in many developed countries but are deficient and neglected in Myanmar) constitute essential facilities within an urban area and improves the well-being of the general community.

We stress that the new bus shelters and city information panels will in some instances completely replace old and deficient items, and will in some instances be newly created, established and installed (where existing items did not previously exist). This will result in a wholistic replacement, substitution and upgrading of urban facilities in Yangon. As can be perceived, the Project is important to the urban renewal of Yangon.

Given the matters stated above, the Project would therefore fall within the stated promoted sector of the MIC Notification.

Start Date of Three Years

Regarding the date from which the incentive is to be extended, we seek the MIC's approval for such date (**"Start Date"**) to be 90 days from the date of completion of the construction period pursuant to Rule 146(b) and/or (c) of the MIR.

It is possible that the Company may start invoicing before the Start Date. However, considering the nature of the project which spans a significant acreage of the urban areas of Yangon, it would be commercially logical to commence invoicing in respect of advertising space as the work progresses, and even though the construction period is not complete. Such early revenue stream will not result in substantial income for the Company – however, an early start is important for testing of the market and gearing up the operations of the Company. It is also necessary to generate early cash flow needed for further capital expenditure and to defray other expenses.

Considering the matters set out above, the investors specifically request that the Start Date should be fixed at 90 days from the date of completion of the construction period, regardless of whether invoicing should have commenced before then.

To ensure that the tax authorities are not disadvantaged, the investors agree that the Company will pay taxes on any income which is generated before the Start Date (unless such income is reinvested in the following year, in accordance with section 78(a) of the MIL and any applicable conditions of the MIR). Such payment of tax is however without prejudice to the three years income tax exemption starting from the Start Date.

Non Mandatory Criteria

Apart from the mandatory criteria described above, we understand that the MIC will also consider other non-mandatory criteria under Rules 91 (g) through (j). In this regard, the Company expects to employ a total of 17 Myanmar nationals throughout the first [10] years of its business/operations. Further, the Company expects to provide its employees with appropriate training to fulfil their duties and responsibilities. Hence, Myanmar nationals employed by the Company will acquire technical know-how with regards to the design, installation, operation and maintenance of the bus shelters and information panels. This will enhance the abilities and employability of Myanmar's workforce in the long-term.

As we have fulfilled all of the mandatory criteria, we do believe that the Company is eligible for the tax incentives sought herein, and we submit herewith the duly completed Form 6 (along with the relevant supporting documents) for your consideration.

If you need further information, then please do not hesitate to contact us. Thank you for your attention to this matter, and we look forward to your favourable decision on our application.

Yours sincerely,
For and on behalf of FMIDecaux Company Limited.

Signature	
Name	Daw Zarchi Ti
Designation	Director (Strategic Development)

အစွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်

ရက်စွဲ၊ ၂၀ ခုနှစ်၊ လ၊ ရက်

အကြောင်းအရာ။ **မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရအစွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့် လျှောက်ထားခြင်း**

ကျွန်တော်/ကျွန်မသည်မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ ၇၄ အရအခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်များခံစားခွင့်ရရှိရေးအတွက်အောက်ဖော်ပြပါအချက်များအားဖြည့်စွက်၍လျှောက်ထားအပ်ပါသည်။

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည်

(၁) Mr. Frederic Jacquemard မှ ကိုယ်စားပြုသော JCDecaux Asia (S) Pte Ltd

(၂) ဒေါ်ဇာခြည်တင် မှ ကိုယ်စားပြုသော First Myanmar Investment Co., Ltd.

(ခ) ကုမ္ပဏီအမည်

FMIDecaux Company Limited

(ဂ) လုပ်ငန်းအမျိုးအစား

ရန်ကုန်မြို့တွင်းလမ်းသုံး ပရိဘောဂဒီဇိုင်းရေးဆွဲ၊ ထုတ်လုပ်၊ တပ်ဆင်၊ လုပ်ငန်း လုပ်ကိုင်ခြင်း၊ ပြုပြင်ထိန်းသိမ်းခြင်း နှင့် ထိုလမ်းသုံး ပရိဘောဂ များပေါ်တွင် ကြော်ငြာလုပ်ငန်းလုပ်ကိုင်ခြင်း။

(ဃ) ခွင့်ပြုမိန့်အမှတ်သို့မဟုတ်အတည်ပြုမိန့်အမှတ်(လျှောက်ထားဆဲဖြစ်ပါကလျှောက်ထားဆဲဖြစ်ကြောင်းဖော်ပြရန်)

အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားချက်နှင့်အတူမြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ခွင့်ပြုမိန့်အားလျှောက်ထားဆဲဖြစ်ပါသည်။

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင်လျှောက်ထားခြင်းမဟုတ်ပါကလျှောက်ထားသူ၏

(က) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည်သက်ဆိုင်မှု

သက်ဆိုင်မှုမရှိပါ။

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်/နိုင်ငံကူးလက်မှတ်အမှတ်

သက်ဆိုင်မှုမရှိပါ။

၃။ တည်ဆောက်မှုကာလ/ပြင်ဆင်မှုကာလ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ခွင့်ပြုမိန့်ထုတ်ပေးသောနေ့နှင့် တည်ဆောက်မှုစတင်ရန် သက်ဆိုင်ရာဌာနများ၊ အဖွဲ့အစည်းများမှ လိုင်စင်များ အားလုံးရရှိပြီးသည့်နေ့မှ ၅ နှစ်အတွင်း

၄။ စီးပွားဖြစ်စတင်ဆောင်ရွက်သည့်နေ့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုနည်းဥပဒေပုဒ်မ၁၄၆(ခ) နှင့်၊သို့မဟုတ် (ဂ)အရ တည်ဆောက်မှုကာလ ပြီးဆုံးပြီးနောက်ရက်ပေါင်း (၉၀) အတွင်း

တည်ဆောက်မှုကာလ ပြီးဆုံးကြောင်းနှင့်စီးပွားဖြစ်စတင်ဆောင်ရွက်ကြောင်း အကြောင်းကြားခြင်းကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုနည်းဥပဒေပုဒ်မ၁၄၀ နှင့် ၁၄၅တို့အရ တည်ဆောက်မှုကာလ ပြီးဆုံးပြီးနောက်ရက်ပေါင်း (၃၀) အတွင်းအကြောင်းကြားပါမည်။

၅။ အောက်ပါအခွန်ကင်းလွတ်ခွင့်သို့မဟုတ်သက်သာခွင့်ကိုခံစားခွင့်ပြုနိုင်ပါရန်လျှောက်ထားအပ်ပါသည် -

(က) *မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၇၅(က)ပါ ကင်းလွတ်ခွင့်သို့မဟုတ်သက်သာခွင့်*

အဆိုပြုသည့်ရင်းနှီးမြှုပ်နှံမှုသည်အမိန့်ကြော်ငြာစာအမှတ် ၁၃/၂၀၁၇ ၏အမှတ်စဉ် ၈ အရဖော်ပြထားသောဦးစားပေးမြှင့်တင်မည့် ရင်းနှီးမြှုပ်နှံမှုကဏ္ဍတွင်ပါဝင်ပါသည်။ ရင်းနှီးမြှုပ်နှံမှုအား အမိန့်ကြော်ငြာစာအမှတ် ၁၀/၂၀၁၇အရသတ်မှတ်ထားသောဇုန် (၃) တွင် ပါရှိသည့် မြို့နယ်များတွင်လုပ်ကိုင်မည်ဖြစ်ပြီး အမိန့်ကြော်ငြာစာအမှတ် ၁၃/၂၀၁၇ အရ မြို့ပြသစ်ထူထောင်သည့်လုပ်ငန်းများ လုပ်ကိုင်မည်ဖြစ်ပါသည်။ သို့ပါသောကြောင့်ဝင်ငွေခွန်ကင်းလွတ်ခွင့်နှင့်ပတ်သက်၍ရင်းနှီးမြှုပ်နှံသူများအားစီးပွားဖြစ်စတင် ဖြစ်စတင် သောနှစ် အပါအဝင်တစ်ဆက်တည်း (၃) နှစ်အထိခွင့်ပြုပေးပါရန် နှင့် ထို(၃)နှစ်ကာလအား (အထက်ပါ အမှတ်စဉ် ၄ တွင် ဖော်ပြထားသည့်အတိုင်း) စီးပွားဖြစ်စတင်ဆောင်ရွက်သည့်နေ့မှ စတင်ရန် လျှောက်ထားအပ်ပါသည်။ အသေးစိတ်အား ဤ အခွန်းကင်းလွတ်ခွင့် လျှောက်လွှာ၏ အပေါ်စာတွင် ကြည့်ရှုပါ။

(ခ) *မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၇၈(က)ပါ ကင်းလွတ်ခွင့်သို့မဟုတ်သက်သာခွင့်အရခွင့်ပြုမိန့် သို့မဟုတ် အတည်ပြုမိန့်ရရှိထားသည့် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းမှ ရရှိသည့် အမြတ် ငွေကိုအဆိုပါရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းတွင်ဖြစ်စေ၊* ၎င်း၏*အခြားအမျိုးအစား တူရင်းနှီးမြှုပ်နှံ မှုလုပ်ငန်းတွင်ဖြ ဖစ်စေ တစ်နှစ်အတွင်း၌ ပြန်လည်ရင်းနှီးမြှုပ်နှံလိုလျှင် ထိုအမြတ်ငွေ အပေါ်တွင် ဝင်ငွေခွန် ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်။*

(ဂ) *မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၇၇(က)ပါ ကင်းလွတ်ခွင့်သို့မဟုတ်သက်သာခွင့်အရ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းတည်ဆောက်မှုကာလသို့မဟုတ် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းပြင်ဆင်မှုကာလ အတွင်းအမှန်တကယ်လိုအပ်၍တင်သွင်းသောစက်ပစ္စည်းများ၊ အသုံးအဆောင်တန်ဆာ ပလာများ၊ စက်ကိရိယာအစိတ်အပိုင်းများ၊ စက်အရန် ပစ္စည်းများ၊ဖြ ပည်တွင်း၌ဝယ်ယူ ရရှိနိုင်ခြင်းမရှိသော တည်ဆောက်ရေးပစ္စည်းများ၊ လုပ်ငန်းသုံး ပစ္စည်းများအပေါ်တွင် အကောက်ခွန်ဖြစ်စေ၊ အခြားပြည်တွင်းအခွန်အကောက်များဖြစ်စေ၊ နှစ်မျိုးလုံးကိုဖြစ်စေကင်း လွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်။*

(ဃ) *မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၇၇(ဃ)ပါ ကင်းလွတ်ခွင့်သို့မဟုတ်သက်သာခွင့် အရကော်မရှင်၏ ခွင့်ပြုချက်ဖြင့်ရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းပမာဏတိုးမြှင့်ပြီးမူလရင်းနှီးမြှုပ်နှံသည့် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအားခွင့်ပြုထားသည့်သက်တမ်းကာလအတွင်းတို့ချဲ့လုပ်ကိုင်ပါက ယင်းသို့တိုးချဲ့သည့် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအတွက် အမှန်တကယ်အသုံး ပြုရန်လိုအပ်၍တင်သွင်း သောစက်ပစ္စည်းများ၊ စက်ကိရိယာများ၊ အသုံးအဆောင်တန်ဆာ ပလာများ၊ စက်ကိရိယာ အစိတ်အပိုင်းများ၊ စက်အရန် ပစ္စည်းများ၊ လုပ်ငန်းသုံးပစ္စည်းများ၊ ပြ ပြည်တွင်း ဦဝယ်ယူ ရရှိခြင်းမရှိသော တည်ဆောက်ရေးပစ္စည်းများအပေါ်တွင် အကောက်ခွန်ဖြစ်စေ၊ အခြားပြည် တွင်းအခွန်အကောက်များဖြစ်စေ၊ နှစ်မျိုးလုံးကို ဖြစ်စေ ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်။*

(င) *မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၇၇(ခ)ပါ ကင်းလွတ်ခွင့်သို့မဟုတ်သက်သာခွင့်အရ ဝင်ငွေခွန်စည်းကြပ်ရန်အလို့ငှာ စက်ပစ္စည်း ၊ စက်ကိရိယာ၊ အဆောက်အအုံသို့မဟုတ်ရင်း နှီးမြှုပ်နှံမှု လုပ်ငန်းသုံးအခြားမတည်ပစ္စည်းများအပေါ်တွင်သတ်မှတ်အချိန်ကာလထက်လျော့ နည်းသောပစ္စည်းတန်ဖိုးလျော့တွက်နှုန်းထားဖြင့်စီးပွားဖြစ်စတင်သောနှစ်မှစတင်၍တွက်ချက်ခံ စားခွင့်။*

မှတ်ချက်။ မိမိလျှောက်ထားလိုသည့်ကင်းလွတ်ခွင့် နှင့် သက်သာခွင့်များကိုဖော်ပြရန်

၆။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၇၅(က)ပါ ဝင်ငွေခွန် ကင်းလွတ်ခွင့်လျှောက်ထား မည်ဆိုပါက နည်းဥပဒေ ၈၃ နှင့်အညီလုပ်ငန်းဆောင်ရွက်နေသည့် ဇုန်နေရာသို့မဟုတ် နည်းဥပဒေ ၉၆ နှင့်အညီ တွက်ချက်ထား သောရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းတန်ဖိုး ၆၅ ရာခိုင်နှုန်း အထက်အားရင်းနှီးမြှုပ်နှံထား သည့်သို့မဟုတ်လုပ်ငန်းဆောင်ရွက်နေသည့်ဇုန်နေရာကိုဖော်ပြပေးရန်။

ရင်းနှီး မြှုပ်နှံမှုအား အမိန့်ကြော်ငြာစာအမှတ် ၁၀/၂၀၁၇အရသတ်မှတ်ထားသောဇုန် (၃) တွင် ပါရှိသည့် မြို့နယ်များတွင်လုပ်ကိုင်မည်ဖြစ်သောကြောင့်ဝင်ငွေခွန်ကင်းလွတ်ခွင့်နှင့်ပတ်သက်၍ရင်းနှီးမြှုပ်နှံသူများ ့သူများအားစီးပွားဖြစ်စတင် သောနှစ် အပါအဝင်တစ်ဆက်တည်း (၃) နှစ်အထိခွင့်ပြုပေးပါရန် လျှောက်ထားအပ်ပါသည်။

၇။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ ၇၇(က) နှင့် (ဃ) ကိုလျှောက်ထားမည်ဆိုပါကနည်းဥပဒေ ၈၄ ပါ အချက်အလက်များကိုဇယား (၁) တွင်ဖြည့်စွက်ရန်။

ဇယား (၁) ကိုကြည့်ပါရန်၊

၈။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၇၇(ခ) အရအခွန်ကင်းလွတ်ခွင့်နှင့်သက်သာခွင့်လျှောက်ထားမည် ဆိုပါကဇယား(၂)နှင့်အောက်ပါအချက်အလက်များကိုဖော်ပြပေးအပ်ရန်-

သက်ဆိုင်မှုမရှိပါ။

(က) ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းမှရရှိမည့်တစ်နှစ်စာမျှော်မှန်းဝင်ငွေ

သက်ဆိုင်မှုမရှိပါ။

(ခ) ပို့ကုန်များမှရရှိသောတစ်နှစ်စာနိုင်ငံခြားငွေ

သက်ဆိုင်မှုမရှိပါ။

၉။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ ၇၈(က) အရအခွန်ကင်းလွတ်ခွင့် နှင့် သက်သာခွင့်လျှောက်ထားမည်ဆိုပါကနည်းဥပဒေ ၉၉ နှင့် အညီတစ်ဖက်ပါ အချက်အလက်များ ကိုဖော်ပြပေးအပ်ရန်-

(က) မည်သည့်ဘဏ္ဍာနှစ်တွင် ရှိခဲ့သည့်အမြတ်ငွေဖြစ်ကြောင်း ဖော်ပြရန်။ ***ပြန်လည်ရင်းနှီးမြှုပ်နှံရန် အကျိုး အမြတ်များရရှိလာပါက အချက်အလက်များ ပေးပါမည်။***

(ခ) မည်သည့်ဘဏ္ဍာနှစ်အတွက်ပြန်လည်ရင်းနှီးမြှုပ်နှံလိုကြောင်းဖော်ပြရန်။ ***ပြန်လည်ရင်းနှီးမြှုပ်နှံရန် အကျိုး အမြတ်များရရှိသည့်နှစ်နှင့် ကပ်လျက်နောက်တစ်နှစ်တွက် ပြန်လည်ရင်းနှီးမြှုပ်နှံပါမည်။***

(ဂ) ပြန်လည်ရင်းနှီးမြှုပ်နှံမည့်ပမာဏကို ဖော်ပြပေးရန်။ ***ပြန်လည်ရင်းနှီးမြှုပ်နှံရန် အကျိုး အမြတ်များရရှိလာပါက အချက်အလက်များ ပေးပါမည်။***

၁၀။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၈ (ခ) အရကင်းလွတ်ခွင့်နှင့်သက်သာခွင့်လျှောက်ထားမည်ဆိုပါကအောက်ပါအချက်အလက်များကိုဖော်ပြပေးအပ်ရန်-

(က) နိုင်ငံတော်၏သက်ဆိုင်ရာဥပဒေများအရခွင့်ပြုထားသည့် ပစ္စည်းတန်ဖိုးလျော့တွက်နှုန်းထားနှင့် ၎င်းနှုန်းထား၏ ၁.၅ဆ နှင့်တူညီသည့်ပစ္စည်းတန်ဖိုးလျော့တွက်နှုန်းထားတို့ကိုယှဉ်တွဲတွက်ချက်ဖော်ပြထားသည့်ပစ္စည်းတန်ဖိုးလျော့တွက်နှုန်းထားတွက်ချက်မှုကိုပူးတွဲတင်ပြရန်။

Appendix ၁၉ အားကြည့်ရှုပါ။

(ခ) ရင်းနှီးမြှုပ်နှံသူသည် ပစ္စည်းတန်ဖိုးလျော့တွက်နှုန်းထားကိုတွက်ချက် ခံစားခွင့်အတွက် အခြားသက်ဆိုင်ရာအစိုးရဌာန၊အစိုးရအဖွဲ့အစည်းထံသီးခြားလျှောက်ထားခြင်းသို့ဟုတ်ရရှိထားခြင်းရှိ။

မရှိပါ။

၁၁။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ ၇၈(ဂ)အရကင်းလွတ်ခွင့် နှင့် သက်သာခွင့်လျှောက်ထားမည်ဆိုပါကဘဏ္ဍာနှစ်အတွက်သုတေသနနှင့်ဖွံ့ဖြိုးရေးလုပ်ငန်းများ၏အမှန်တကယ်ကုန်ကျစရိတ်ကိုပူးတွဲတင်ပြရန်။

FMIDecaux Company Limited သည် ***သု***တေသနနှင့်***ဖွံ့ဖြိုး***ရေးလုပ်ငန်းများ၏အမှန်တကယ်ကုန်ကျစရိတ်များရှိလာပါက ***ပုဒ်မ ၇၈ (ဂ)အရ အခွန်ကင်းလွတ်ခွင့်နှင့်သက်သာခွင့်ကိုလျှောက်ထားသွား မည်ဖြစ်ပါသည်။***

လျှောက်ထားသူ၏လက်မှတ်

FMIDecaux Company Limited
344FC
2017-2018

အမည် *ဒေါ်ဇာခြည်တင်*

ရာထူး *Director (Strategic Development)*

ဌာန/ကုမ္ပဏီတံဆိပ် *First Myanmar Investment Company Limited*

ဇယား (၁) - ထုတ်လုပ်မှုအတွက် လိုအပ်သည့် ပစ္စည်းများစာရင်း

စဉ်	ပစ္စည်းအမျိုးအမည်		HS Code (ဂဏန်း၄လုံး ဖြင့်ဖော်ပြရန်)	ရေတွက်ပုံ	အရေအတွက်	တစ်ခုချင်းတန်ဖိုး	စုစုပေါင်း တန်ဖိုး	ပင်ရင်းနိုင်ငံ	
								ပြည်တွင်း	ပြည်ပ
		၁	၂	၃	၄	5	6	၇	၈
1	FOSTER Bus Shelters	Roof	7308	unit	50	3,602	180,075	-	IMPORT
		Poles	7308	unit	50	1,617	80,850	-	IMPORT
		Bench bar	9406	unit	50	950	47,500	-	IMPORT
		Advertising Panel	9405	unit	50	1,197	59,850	-	IMPORT
		glass panel	7007	unit	50	368	18,375	-	IMPORT
		Notice board	7604	unit	50	409	20,450	-	IMPORT
		LED bus information system	8539	unit	50	600	30,000	-	IMPORT
		Screws and bolts	7318	unit	50	294	14,700	-	IMPORT
2	MINGALABA Bus Shelters	Roof	7308	unit	450	1,580	711,000	-	IMPORT
		Poles	7308	unit	450	901	405,405	-	IMPORT
		Bench	9406	unit	450	942	423,900	-	IMPORT
		Advertising Panel	9405	unit	450	2,924	1,315,800	-	IMPORT
		Notice board	7604	unit	450	409	184,050	-	IMPORT
		LED bus information system	8539	unit	450	600	270,000	-	IMPORT
		Screws and bolts	7318	unit	450	130	58,500	-	IMPORT
3	Pole Mounted	Advertising Panel	9405	unit	750	1,197	897,750	-	IMPORT
		Pole	7308	unit	750	564	423,000	-	IMPORT
		Screws and bolts	7318	unit	750	-	-	-	IMPORT
4	CIP Cox	Advertising Panel	9405	unit	250	1,197	299,250	-	IMPORT
		Pole	7308	unit	250	407	101,750	-	IMPORT
		Screws and bolts	7318	unit	250	-	-	-	IMPORT
5	Battery Recycling Container Szekely	Advertising Panel	9405	unit	31	1,197	37,107	-	IIMPORT
		Footing structure	7326	unit	31	2,300	71,300	-	IMPORT
		Screws and bolts	7318	unit	31	-	-	-	IMPORT

မှတ်ချက်။ Brand New/ Reconditioned ခွဲခြားဖော်ပြပေးရန်

ဇယား (၁) - ထုတ်လုပ်မှုအတွက် လိုအပ်သည့် ပစ္စည်းများစာရင်း

စဉ်		ပစ္စည်းအမျိုးအမည်	HS Code (ဂဏန်း၄လုံး ဖြင့်ဖော်ပြရန်)	ရေတွက်ပုံ	အရေအတွက်	တစ်ခုချင်းတန်ဖိုး	စုစုပေါင်း တန်ဖိုး	ပင်ရင်းနိုင်ငံ	
								ပြည်တွင်း	ပြည်ပ
		၁	၂	၃	၄	5	6	၇	၈
6	JCD Litter bin	Body	2936	unit	505	350	176,750	-	IMPORT
		Cover	7601	unit	505	350	176,750	-	IMPORT
7	Litter bin - Bagatelle	Body	7324	unit	505	350	176,750	-	IMPORT
8	Bench	Side Supports	7325	unit	5	304	1,520	-	IMPORT
		Sitting Part	8477	unit	5	304	1,520	-	IMPORT
9	Column Pillar	Structure	7326	unit	1	14,478	14,478	-	IMPORT
		Roof	7308	unit	1	3,821	3,821	-	IMPORT
		Skirt	9405	unit	1	3,821	3,821	-	IMPORT
		Screws and bolts	7318	unit	1	452	452	-	IMPORT
10	Column Pillar Kiosk	Structure	9405	unit	6	15,229	91,374	-	IMPORT
		Roof	7308	unit	6	2,622	15,732	-	IMPORT
		Skirt	9405	unit	6	4,231	25,386	-	IMPORT
		Canopy	7318	unit	6	2,622	15,732	-	IMPORT
		Screws and bolts	7318	unit	6	504	3,024	-	IMPORT
11	Yangon History Pole	Structure	9405	unit	1	900	900	-	IMPORT
12	Drinking Fountain Pole	Structure	7324	unit	21	1,803	37,863	-	IMPORT
		Advertising Panel	9405	unit	21	1,197	25,137	-	IMPORT
		Screws and bolts	7318	unit	21			-	IMPORT
13	Flag Pole	Pole	7306	unit	2	3,495	6,990	-	IMPORT
		Mast	3917	unit	2	3,495	6,990	-	IMPORT
		Advertising Panel	9405	unit	2	1,197	2,394	-	IMPORT
		Screws and bolts	7318	unit	2	-	-	-	IMPORT
14	Lamppost Prsche	Lamppost	7325	unit	1	15,000	15,000	-	IMPORT
15	CIP Forum	Advertising Panel	9405	unit	500	1,197	598,500	-	IMPORT
		Skirt	7610	unit	500	765	382,500	-	IMPORT
		Screws and bolts	7318	unit	500	-	-	-	IMPORT

မှတ်ချက်။ Brand New/ Reconditioned ခွဲခြားဖော်ပြပေးရန်

Form (6)

Tax Incentive Application

To

Chairman

Myanmar Investment Commission

Ref. No.

Dated 12/ September/ 2017

Subject: Application for Tax Incentive

I do hereby apply with the following particulars for the tax incentive under section 74 of Myanmar Investment Law:

1. Applicant

(a) Name of Investor-

(1) JCDecaux Asia (S) Pte Ltd. represented by Mr. Frederic Jacquemard

(2) First Myanmar Investment Co., Ltd. represented by Daw Zarchi Tin

(b) Name of Company-

FMIDecaux Company Limited

(c) Type of Business-

Design, Fabrication, Installation, Maintenance and Operation of Street Furniture Items and Operation of Advertisement on those Items in the City of Yangon.

(d) Myanmar Investment Commission Permit or Endorsement No. (If a permit or endorsement is still processing, please describe the information)

MIC permit application is being applied for and to which this Tax Incentive Application is related.

2. If investor doesn't submit by himself/ herself, the applicant's;

(a) Name of Contact Person- ***Not Applicable***

(b) National Registration Card No/ Passport- ***Not Applicable***

3. Construction period or Preparatory period

Within five (5) years from the date of issuance of the MIC permit and after obtaining all other relevant licenses from the relevant governmental department and/or governmental organization to commence construction.

4. Commencement date for Commercial Operation

90 days after the completion of the Construction Period as per Rule 146 (b) and/or (c) of the Myanmar Investment Rules.

Notification for the completion of Construction Period and Commencement of Commercial Operation will be made to the Commission within 30 days after the end of the Construction Period as per Rule 140 and Rule 145 of the Myanmar Investment Rules.

5. Applied for the following tax incentives

(a) Exemption or Relief under Section 75 (a) of Myanmar Investment Law – The proposed investment activities are in Promoted sector as set out in item F of Notification 13/2017. The investment will be made in establishing new urban facilities in various townships listed in Zone (3) as prescribed under Notification No. 10/2017 and constitute the establishment of new urban areas as prescribed under Notification 13/2017. Hence, income tax exemption is sought for a period of three consecutive years including the year of commencement of commercial operation, such three years' period to start on the commencement date for commercial operation (as described in item 4 above). Please refer to the cover letter to this tax incentive application for further details;

(b) Exemption or relief from income tax if the profit obtained from the investment business that has obtained a permit or an endorsement is reinvested in such investment business or in any similar type of investment business within one year under Section 78 (a) of Myanmar Investment Law;

(c) Exemptions or reliefs from customs duty or other internal taxes or both on machineries, equipment, instruments, machinery components, spare parts, construction materials unavailable locally, and materials used in the business, which are imported as they are actually required, during the construction period or during the preparatory period of the investment business under Section 77 (a) of Myanmar Investment Law;

(d) If the volume of investment is increased with the approval of the Commission and the original investment business is expanded during the permitted period of investment, exemption or relief from the customs duty or other internal taxes or both on machineries, equipment, instruments, machinery components, spare parts, materials used in the business, and construction materials unavailable locally, which are imported as they are actually required for use in the business which is being expanded as such under Section 77 (d) of Myanmar Investment Law; and

(e) ***Right to depreciation for the purpose of income tax assessment, after computing such depreciation from the year of commencement of commercial operation based on a depreciation rate which is less than the stipulated lifetime of the machinery, equipment, building or capital assets used in the investment under Section 78 (b) of Myanmar Investment Law.***

Note: The applicant must specify precise tax incentives applied for.

6. If the investor apply for tax incentive under section 75(a), please state the Zone in accordance rule 83 or the Zone in which more than 65% of the value of the investment is invested or carried out in accordance with rule 96.

The investment will be made in various townships of Yangon Region which are listed in Zone (3) under Notification No. 10/2017 and hence income tax exemption is sought for a period of three consecutive years including the year of commencement of commercial operation.

7. If the investor apply for tax incentive under section 77(a) and (d), please fill the information in schedule (1). ***Please refer to schedule (1).***

8. If the investor apply for tax incentive under section 77(b), please state the following information and fill in schedule (2): ***Not applicable***

(a) an expected amount as per year to be earned from the investment: ***Not Applicable***
(b) Foreign Currency from export as per year: ***Not Applicable***

9. If the investor apply for tax incentive under section 78(a), please state the following information in accordance with rule 99:

(a) Please describe, which financial year the profits reinvested are earning by the investor.

This information will be provided when there are profits which are sought to be reinvested.

(b) Please describe which financial year the profits are reinvested by the investor.
This will be reinvested in the year following the generation of the applicable profits.

(c) Please describe the amount of reinvestment.
This information will be provided when there are profits which are sought to be reinvested.

10. If the investor apply for tax incentive under section 78(b), please describe the following information:

(a) Provide the depreciation schedule of assets for which the depreciation rate is to be adjusted, showing both the depreciation at the standard rate and at a rate of 1.5 times the depreciation rate permitted under the relevant laws of the Union.

Please refer to Appendix 19.

(b) Has the investor separately applied for or obtained an adjustment to the depreciation rate from the relevant authority. ***No.***

11. If the investor apply for tax incentive under section 78(c), provide an itemized list of actual research and development expenses for the current financial year.

FMIDecaux Company Limited may apply for Tax Incentive under section 78(c) as and when expenses for research and development are incurred.

FMIDecaux Company Limited
344FC
2017-2018

Signature	
Name of Investor	*Ms. Zarchi Tin*
Designation	*Director (Strategic Development)*
Department/ Company	*First Myanmar*
(Seal/Company)	*Investment Company Limited*

SCHEDULE (1) - LIST OF PRODUCTION EQUIPMENTS NEEDED

NO.		LIST OF ITEM	HS CODE (WITH FOUR DIGIT)	UNIT	QUANTITY	UNIT PRICE (USD)	TOTAL VALUE	SOURCE	
								LOCAL	IMPORT
		1	2	3	4	5	6	7	8
1	FOSTER Bus Shelters	Roof	7308	unit	50	3,602	180,075	-	IMPORT
		Poles	7308	unit	50	1,617	80,850	-	IMPORT
		Bench bar	9406	unit	50	950	47,500	-	IMPORT
		Advertising Panel	9405	unit	50	1,197	59,850	-	IMPORT
		glass panel	7007	unit	50	368	18,375	-	IMPORT
		Notice board	7604	unit	50	409	20,450	-	IMPORT
		LED bus information system	8539	unit	50	600	30,000	-	IMPORT
		Screws and bolts	7318	unit	50	294	14,700	-	IMPORT
2	MINGALABA Bus Shelters	Roof	7308	unit	450	1,580	711,000	-	IMPORT
		Poles	7308	unit	450	901	405,405	-	IMPORT
		Bench	9406	unit	450	942	423,900	-	IMPORT
		Advertising Panel	9405	unit	450	2,924	1,315,800	-	IMPORT
		Notice board	7604	unit	450	409	184,050	-	IMPORT
		LED bus information system	8539	unit	450	600	270,000	-	IMPORT
		Screws and bolts	7318	unit	450	130	58,500	-	IMPORT
3	Pole Mounted	Advertising Panel	9405	unit	750	1,197	897,750	-	IMPORT
		Pole	7308	unit	750	564	423,000	-	IMPORT
		Screws and bolts	7318	unit	750			-	IMPORT
4	CIP Cox	Advertising Panel	9405	unit	250	1,197	299,250	-	IMPORT
		Pole	7308	unit	250	407	101,750	-	IMPORT
		Screws and bolts	7318	unit	250			-	IMPORT
5	Battery Recycling Container Szekely	Advertising Panel	9405	unit	31	1,197	37,107	-	IIMPORT
		Footing structure	7326	unit	31	2,300	71,300	-	IMPORT
		Screws and bolts	7318	unit	31	-	-	-	IMPORT

Note: Please specify the brand new item or reconditioned item.

SCHEDULE (1) - LIST OF PRODUCTION EQUIPMENTS NEEDED

NO.		LIST OF ITEM	HS CODE (WITH FOUR DIGIT)	UNIT	QUANTITY	UNIT PRICE (USD)	TOTAL VALUE	SOURCE	
								LOCAL	IMPORT
		1	2	3	4	5	6	7	8
6	JCD Litter bin	Body	2936	unit	505	350	176,750	-	IMPORT
		Cover	7601	unit	505	350	176,750	-	IMPORT
7	Litter bin - Bagatelle	Body	7324	unit	505	350	176,750	-	IMPORT
8	Bench	Side Supports	7325	unit	5	304	1,520	-	IMPORT
		Sitting Part	8477	unit	5	304	1,520	-	IMPORT
9	Column Pillar	Structure	7326	unit	1	14,478	14,478	-	IMPORT
		Roof	7308	unit	1	3,821	3,821	-	IMPORT
		Skirt	9405	unit	1	3,821	3,821	-	IMPORT
		Screws and bolts	7318	unit	1	452	452	-	IMPORT
10	Column Pillar Kiosk	Structure	9405	unit	6	15,229	91,374	-	IMPORT
		Roof	7308	unit	6	2,622	15,732	-	IMPORT
		Skirt	9405	unit	6	4,231	25,386	-	IMPORT
		Canopy	7318	unit	6	2,622	15,732	-	IMPORT
		Screws and bolts	7318	unit	6	504	3,024	-	IMPORT
11	Yangon History Pole	Structure	9405	unit	1	900	900	-	IMPORT
12	Drinking Fountain Pole	Structure	7324	unit	21	1,803	37,863	-	IMPORT
		Advertising Panel	9405	unit	21	1,197	25,137	-	IMPORT
		Screws and bolts	7318	unit	21			-	IMPORT
13	Flag Pole	Pole	7306	unit	2	3,495	6,990	-	IMPORT
		Mast	3917	unit	2	3,495	6,990	-	IMPORT
		Advertising Panel	9405	unit	2	1,197	2,394	-	IMPORT
		Screws and bolts	7318	unit	2			-	IMPORT
14	Lamppost Prsche	Lamppost	7325	unit	1	15,000	15,000	-	IMPORT
15	CIP Forum	Advertising Panel	9405	unit	500	1,197	598,500	-	IMPORT
		Skirt	7610	unit	500	765	382,500	-	IMPORT
		Screws and bolts	7318	unit	500	-	-	-	IMPORT

Note: Please specify the brand new item or reconditioned item.

APPENDIX III

The Republic of the Union of Myanmar

Yangon Region Government

Tender Evaluation and Selection Committee

Letter No. – Street Furniture/03/2017

Date – 16 – May – 2017

To

Consortium First Myanmar Investment Co., Ltd
JCDecaux Asia (S) Pte

Subject : Information on the result of Bid No.1, Installation, Maintenance and Operation of Street Furniture Items in the City of Yangon

Gentlemen

This is to notify you that your Bid for Installation, Maintenance and Operation of Street Furniture Items in the City of Yangon is hereby accepted by the Tender Evaluation and Selection Committee.

The Contract will be executed between Yangon City Development Committee and your company after successful negotiation.

Sincerely

May May Thwe

Secretary

Tender Evaluation and Selection Committee

APPENDIX IV

MINISTRY OF PLANNING AND FINANCE
DIRECTORATE OF INVESTMENT AND COMPANY ADMINISTRATION

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် (ယာယီ)

အမှတ် ၃၄၄ အက်ဖ်စီ / ၂၀၁၇-၂၀၁၈ (ရက)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ အက်ဖ်အက်မ်အိုင်ဒီကော ကုမ္ပဏီ လီမိတက် အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၁၇ နှစ်၊ ဇူလိုင် လ၊ ၂၁ ရက်နေ့တွင် မှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နီလာမူ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE

CERTIFICATE OF INCORPORATION (TEMPORARY)

NO. 344 FC of 2017-2018 (YGN)

I hereby certify that FMIDECAUX COMPANY LIMITED is incorporated under the Myanmar Companies Act as a Limited Company on the TWENTY-FIRST day of JULY, TWO THOUSAND AND SEVENTEEN.

For Director General
(Nilar Mu - Director)
Directorate of Investment and Company Administration

ဤကုမ္ပဏီ မှတ်ပုံတင် လက်မှတ်(ယာယီ)သည် မှတ်ပုံတင်ရက်စွဲ (၂၁-၇-၂၀၁၇) မှ (၂၀-၁-၂၀၁၈) ရက်နေ့အထိ (၆)လသက်တမ်း အတွက်သာ ဖြစ်သည်။ ယာယီသက်တမ်း မကုန်ဆုံးမီ အမြဲတမ်းမှတ်ပုံတင် လက်မှတ် (မူရင်း)နှင့် လဲလှယ်ရမည်ဖြစ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(သက်ပိုင်၊ ဒုတိယညွှန်ကြားရေးမှူး)

Issued Date:

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE

FORM 1

FORM OF PERMIT (TEMPORARY)

(See section 27 A)

Permit No.344FC / 2017-2018(YGN)

Date ......21st July, 2017

The Ministry of Planning and Finance of the Government of the Republic of the Union of Myanmar in pursuance of the Myanmar Companies Act hereby grants a permit to the ....FMIDECAUX COMPANY LIMITED. .... in respect of which particulars are detailed below, to carry on its business within the Republic of the Union of Myanmar subject to the provisions contained in the said Act.

(1)	Name of the Company	FMIDecaux Co., Ltd.
(2)	Country of incorporation of the company.	The Republic of the Union of Myanmar.
(3)	Location of the company's Head Office and / or Principal Office in the Republic of the Union of Myanmar.	Level 10, FMI Center, Bogyoke Aung San Road, Pabedan Township, Yangon.
(4)	The object for which the company is formed (field of business).	Mentioned in back page.
(5)	(a) The amount of Capital and the number of shares into which the Capital is divided.	USD 50,000,000 divided into 50,000,000 shares of USD 1each.
	(b) If more than one class of shares is authorised, the description of each class.	Only one class.
(6)	The names, addresses and nationality of the directors.	As per List attached.
(7)	The maximum amount of indebtedness which may be incurred by the company and also a prohibition against the contracting of debts in excess of that amount.	As per conditions attached.
(8)	Period of validity of permit.	July 21, 2017 to January 20, 2018. (SIX MONTHS)
(9)	Statement of compliance with legal requirements for issue of Capital including the amount to be paid in before business is commenced.	As per conditions attached.
(10)	Statement of compliance with such conditions as may be prescribed.	The conditions attached to the permit and conditions as may be prescribed from time to time are also to be strictly adhered to by the company.

By order

For Director General

(Nilar Mu- Director)

Directorate of Investment and Company Administration

The business objectives mentioned in the Memorandum of Association shall be allowed to perform.If it is necessary, permit or license from relevant Union Ministries, Departments and Organizations of the Republic of the Union of Myanmar must be obtained in accordance with existing laws, rules and regulations.

(1) Advertising and advertising agency services.
(2) Outdoor advertising, and arranging, managing, operating, leasing and licensing of, facilities and space for all forms of advertising including outdoor advertising.
(3) Designing, developing, constructing, printing, publishing and selling advertising and publicity products and materials in all mediums.
(4) Design Services, and construction and project management services.
(5) Installation, repair, renovation, maintenance and sale of advertising and publicity products and materials in all mediums; electrical and electronic products; structures, facilities, furniture, fixtures and fittings; and equipment, hardware, tools and spare parts.
(6) Conducting market research, feasibility study, data analysis, project appraisal and evaluation.
(7) Management, technical, consultancy and advisory services.

For Director General
(Thet Paing - Deputy Director)

Issued Date:

APPENDIX V

A Joint Venture between

JCDecaux

MIC Proposal
FMIDecaux Co., Ltd

FMIDecaux Company Directors' Passports & NRIC







RÉPUBLIQUE FRANÇAISE

PASSEPORT
PASSPORT

P FRA 15FV05720

VIGIER ép. MOUCHONNET

Juliette,Cécile,Marie

Française F 1,75 m MARRON

14 10 1982 PARIS 15E ARRONDISSEMENT

31 03 2015

SINGAPOUR
AMBASSADE DE FRANCE A SINGAPOUR

30 03 2025

P<FRAVIGIER<<JULIETTE<CECILE<MARIE<<<<<<<<<<

15FV057204FRA8210140F2503309<<<<<<<<<<<<<<04

EB


နိုင်ငံသား စိစစ်ရေး ကတ်ပြား


နိုင်ငံသားစိစစ်ရေးကတ်ပြား




T601058

APPENDIX VI

013057

မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အက်ဖ်အက်မ်အိုင်ဒီကော **ကုမ္ပဏီ လီမိတက်**

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

FMIDecaux Company Limited **COMPANY LIMITED**

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အက်ဖ်အက်မ်အိုင်ဒီ ကေ ၁ ကုမ္ပဏီ လီမိတက်

ဏ်

သင်းဖွဲ့မှတ်တမ်း

❖❖❖❖❖❖❖❖

၁။ ကုမ္ပဏီ၏အမည်သည် အက်ဖ်အက်အိုင်ဒီ ကေ ၁ ကုမ္ပဏီ လီမိတက် ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် ၅၀၀၀၀၀၀၀ ဒေါ်လာ/-(ကျပ် အမေရိကန် ဒေါ်လာ သန်း ငါးဆယ် တိတိ) ဖြစ်၍ငွေကျပ် ၁ ဒေါ်လာ /-(ကျပ်အမေရိကန် ဒေါ်လာ တစ် တိတိ) တန် အစုရှယ်ယာပေါင်း (၅၀၀၀၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ အထွေထွေပဋ္ဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

၆။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ

(၁) ကြော်ငြာ နှင့် ကြော်ငြာအေဂျင်စီ ဝန်ဆောင်မှုလုပ်ငန်း။
(၂) ပြင်ပ (outdoor) ကြော်ငြာ လုပ်ငန်းနှင့် ပြင်ပ (outdoor) ကြော်ငြာအပါအဝင် ကြော်ငြာအမျိုးမျိုး အတွက် အထောက်အပံ့များနှင့်နေရာ စီစဉ်ပေးခြင်း၊ စီမံခန့်ခွဲပေးခြင်း၊ လုပ်ငန်း လည်ပတ် ဆောင်ရွက်ပေးခြင်း၊ ငှားရမ်းပေးခြင်း နှင့် အသုံးပြုခွင့်ပေးခြင်း။
(၃) အမျိုးမျိုးသောကြားခံပစ္စည်းများဖြင့်ပြုလုပ်ထားသော ကြော်ငြာလုပ်ငန်းသုံး ထုတ်ကုန်များနှင့် ပစ္စည်းများ ကိုဒီဇိုင်းရေးဆွဲပေးခြင်း၊ ဖွံ့ဖြိုးတိုးတက်စေခြင်း၊ ဆောက်လုပ်ခြင်း၊ ပုံနှိပ်ခြင်း၊ ထုတ်ဝေခြင်း နှင့် ရောင်းချခြင်း။
(၄) ဒီဇိုင်းဝန်ဆောင်မှု နှင့် ဆောက်လုပ်ရေးနှင့် စီမံကိန်း (project) စီမံခန့်ခွဲပေးခြင်း ဝန်ဆောင်မှု လုပ်ငန်းများ။
(၅) အမျိုးမျိုးသောကြားခံပစ္စည်းများဖြင့်ပြုလုပ်ထား သော ကြော်ငြာလုပ်ငန်းသုံး ထုတ်ကုန်များနှင့် ပစ္စည်းများ၊ လျှပ်စစ်နှင့်ဆိုင်သော (သို့မဟုတ်) လျှပ်စစ်ထုတ်ကုန်များ၊ အဆောက်အအုံများ၊ အထောက်အပံ့များ၊ ပရိဘောဂများ၊ တပ်ဆင်ထားသောပစ္စည်းများ၊ ပစ္စည်းကိရိယာများ၊ ဟာဒ်ဝဲလ်များ၊ ကိရိယာတန်ဆာများနှင့် အပိုပစ္စည်းများကို တပ်ဆင်ခြင်း၊ ပြင်ဆင်ခြင်း၊ အသစ်မွမ်းမံခြင်း၊ ထိန်းသိမ်းခြင်း နှင့် ရောင်းချခြင်း။
(၆) ဈေးကွက်သုတေသနဆောင်ရွက်ခြင်း၊ ဖြစ်နိုင်ခြေ လေ့လာခြင်း၊ ဒေတာအချက်အလက်များ ခွဲခြမ်း စိတ်ဖြာခြင်း၊ စီမံကိန်း (project) တန်ဖိုးဖြတ်သုံးသပ်ခြင်း။
(၇) စီမံခန့်ခွဲမှု၊ နည်းပညာ၊ အတိုင်ပင်ခံနှင့် အကြံပေးဝန်ဆောင်မှုလုပ်ငန်းများ။

၇။ ကုမ္ပဏီမှ သင့်တော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ သို့မဟုတ်၊ ငွေကြေးအဖွဲ့အစည်း ထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စု သမ္မတမြန်မာနိုင်ငံတော် အတွင်း၌ အချိန်ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေ ပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့်ပြုထားခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက် မည်ဟု ခြွင်းချက်ထား ရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည် ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏အမည်၊ နေရပ်လိပ်စာနှင့်အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	**JCDecaux Asia (S) Pte Ltd.** 8 Temasek Boulevard, #33-02 Suntec City Tower 3, Singapore, 038988. **Represented by:** **Mr. Frederic Jacquemard** 8 Temasek Boulevard, #33-02 Suntec City Tower 3, Singapore, 038988.	**Incorporated in Singapore Registration No.197400114W** **French Passport No. 15FV28031**	**90,000 Shares** **60%**	
2.	**First Myanmar Investment Co., Ltd.** Level 10 – 11, FMI Center, 380 Bogyoke Aung San Road, Pabedan Township, Yangon, Myanmar. **Represented by:** **U Tun Tun** No.121, Ground Floor, 18th Street, No. (2) Ward, Latha Township, Yangon	**Incorporated in Myanmar Registration No.159 (1992-1993)** **Myanmar NCR No. 12/La Tha Na (Naing) 000136**	**60,000 Shares** **40%**	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀ ခုနှစ်၊ လ၊ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အက်စ်အက်မ်အိုင်ဒီကော၊ ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖❖❖❖❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့်အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် ၅၀၀၀၀၀၀၀ ဒေါ်လာ /-(ကျပ်အမေရိကန် ဒေါ်လာ သန်း ငါး ဆယ် တိတိ)ဖြစ်၍ ငွေကျပ် ၁ ဒေါ်လာ /-(ကျပ်အမေရိကန် ဒေါ်လာ တစ် တိတိ)တန် အစုရှယ်ယာပေါင်း (၅၀,၀၀၀,၀၀၀) ခွဲထားပါသည်။
ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိဟရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေသင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကိုဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာ များကအသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက် အရစ်ကျပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း (၅) ဦးထက်မများစေရ။
ပထမဒါရိုက်တာများသည် -

(၁) Mr. Frederic Jacquemard
(၂) Mr. Emmanuel Bastide
(၃) Ms. Juliette Vigier
(၄) U Tun Tun
(၅) Daw Zarchi Tin

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေးဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ညွှန်ကြားချက်များဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေးဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုး သက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ –

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှား သော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိ နှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံ စာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲ တမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်း ကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ် ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့ အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကို ဖြစ်စေ၊ တစ်စိတ် တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည် ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	**JCDecaux Asia (S) Pte Ltd.** 8 Temasek Boulevard, #33-02 Suntec City Tower 3, Singapore, 038988. Represented by: Mr. Frederic Jacquemard 8 Temasek Boulevard, #33-02 Suntec City Tower 3, Singapore, 038988.	Incorporated in Singapore Registration No.197400114W French Passport No. 15FV28031	90,000 Shares 60%	
2.	**First Myanmar Investment Co., Ltd.** Level 10 – 11, FMI Center, 380 Bogyoke Aung San Road, Pabedan Township, Yangon, Myanmar. Represented by: U Tun Tun No.121, Ground Floor, 18th Street, No. (2) Ward, Latha Township, Yangon	Incorporated in Myanmar Registration No.159 (1992-1993) Myanmar NCR No. 12/La Tha Na (Naing) 000136	60,000 Shares 40%	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀ ခုနှစ် လ၊ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

FMIDecaux Company Limited ~~COMPANY LIMITED~~

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is FMIDecaux Company Limited ~~COMPANY LIMITED~~.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is ~~Ks.~~ USD 50,000,000 ~~/- (Kyats~~ United States Dollar Fifty Million Only) divided into (50,000,000) shares of ~~Ks.~~ USD 1 ~~/- (Kyats~~ United States Dollar One Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

6. **The Objective For Which The company is established are**

1. Advertising and advertising agency services.
2. Outdoor advertising, and arranging, managing, operating, leasing and licensing of, facilities and space for all forms of advertising including outdoor advertising.
3. Designing, developing, constructing, printing, publishing and selling advertising and publicity products and materials in all mediums.
4. Design services, and construction and project management services.
5. Installation, repair, renovation, maintenance and sale of advertising and publicity products and materials in all mediums; electrical and electronic products; structures, facilities, furniture, fixtures and fittings; and equipment, hardware, tools and spare parts.
6. Conducting market research, feasibility study, data analysis, project appraisal and evaluation.
7. Management, technical, consultancy and advisory services.

7. To borrow money for the benefit of the Company's business from any person, firm,company, bank or financial organization in the manner that the Company shall think fit.

PROVISO: Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere,save in so for as it may be entitled so as to do in accordance with the Laws,Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	**JCDecaux Asia (S) Pte Ltd.** **8 Temasek Boulevard, #33-02 Suntec City Tower 3, Singapore, 038988.**	**Incorporated in Singapore Registration No.197400114W**	**90,000 Shares** **60%**	
	Represented by: **Mr. Frederic Jacquemard** **8 Temasek Boulevard, #33-02 Suntec City Tower 3, Singapore, 038988.**	**French Passport No. 15FV28031**		
2.	**First Myanmar Investment Co., Ltd.** **Level 10 – 11, FMI Center, 380 Bogyoke Aung San Road, Pabedan Township, Yangon, Myanmar.**	**Incorporated in Myanmar Registration No.159 (1992-1993)**	**60,000 Shares** **40%**	
	Represented by: **U Tun Tun** **No.121, Ground Floor, 18th Street, No. (2) Ward, Latha Township, Yangon**	**Myanmar NCR No. 12/La Tha Na (Naing) 000136**		

Yangon. Dated the day of

It is hereby certified that the persons mentioned above put their signatures in my presence.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

FMIDecaux Company Limited ~~COMPANY LIMITED~~

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -

   (a) The mumber of the Company , exclusive of persons who are in the employment of the Company, shall be limited to fifty.

   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The authorised capital of the Company is ~~Ks~~. USD 50,000,000 ~~/-(Kyats~~ United States Dollar Fifty Million Only) divided into (150,000,000) shares of ~~Ks.~~ USD 1 ~~/-(Kyats~~ United States Dollar One Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and more than (5).

The First Directors shall be: -

(1) Mr. Frederic Jacquemard
(2) Mr. Emmanuel Bastide
(3) Ms. Juliette Vigier
(4) U Tun Tun
(5) Daw Zarchi Tin

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15 A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-
   (1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;
   (2) all sales and purchases of goods by the Company;
   (3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	**<u>JCDecaux Asia (S) Pte Ltd.</u>** **8 Temasek Boulevard, #33-02 Suntec City Tower 3, Singapore, 038988.** **<u>Represented by:</u>** **Mr. Frederic Jacquemard** **8 Temasek Boulevard, #33-02 Suntec City Tower 3, Singapore, 038988.**	**Incorporated in Singapore Registration No.197400114W** **French Passport No. 15FV28031**	**90,000 Shares** **60%**	
2.	**<u>First Myanmar Investment Co., Ltd.</u>** **Level 10 – 11, FMI Center, 380 Bogyoke Aung San Road, Pabedan Township, Yangon, Myanmar.** **<u>Represented by:</u>** **U Tun Tun** **No.121, Ground Floor, 18th Street, No. (2) Ward, Latha Township, Yangon**	**Incorporated in Myanmar Registration No.159 (1992-1993)** **Myanmar NCR No. 12/La Tha Na (Naing) 000136**	**60,000 Shares** **40%**	

Yangon Dated the day of

It is hereby certified that the persons mentioned above put their signatures in my presence.

APPENDIX VII

Dated June 14th, 2017

JCDECAUX ASIA (S) PTE LTD

and

FIRST MYANMAR INVESTMENT CO., LIMITED

JOINT VENTURE AND SHAREHOLDERS AGREEMENT

relating to

THE COMPANY

EB

THIS JOINT VENTURE AND SHAREHOLDERS AGREEMENT is made on June 14th, 2017

BETWEEN:

(1) **JCDecaux Asia (S) Pte Ltd,** (Company Registration No. 197400114W), a company incorporated under the laws of Singapore whose registered office is at 8 Temasek Boulevard, #33-02 Suntec City Tower 3, Singapore, 038988 ("**JCD**"); and

(2) **First Myanmar Investment Company Limited,** (Company Registration No. 159/1992-93), a company incorporated under the laws of the Myanmar whose registered office is at FMI Centre, Level 10 & 11, 380 Bogyoke Aung San Road, Pabedan Township, Yangon, Myanmar ("**FMI**").

JCD and FMI shall be hereinafter be referred to collectively as the "**Parties**", and individually as a "**Party**".

RECITALS

WHEREAS:

(A) The Parties have the common intention to constitute an exclusive partnership in Myanmar on the provision of outdoor advertising services, and agreed on the incorporation of a joint venture company in Myanmar (the "**Company**") to operate the long-term exclusive street furniture concession agreement with the Yangon City Development Committee which the Yangon City Development Committee is willing to assign to the Company (the "**Concession Agreement**").

(B) Each of the Shareholders has accordingly agreed to subscribe for shares in the Company for the purpose of carrying on the Business (as defined below) in the joint venture.

(C) The Parties are entering into this Agreement to co-ordinate the organization and management of the Company set up to carry on the Business, the apportionment of their respective participations and shareholdings, interests, rights and obligations therein, as well as to define the necessary steps for the implementation of the foregoing on the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.01 Unless otherwise defined, the following words and expressions shall have the following meanings:

"Accounting Policies"	means the accounting policies, principles, practices, techniques, evaluation rules and procedures, methods and bases adopted to prepare consolidated financial statements compliant with IFRS principles;
"Agreement"	means this joint venture and shareholders agreement, including its schedules, appendices and attachments (if any), as may be amended and supplemented from time to time;
"Annual Budget"	means any financial information and financial statements

✗ EB

of the Company for the next Financial Year, and which reflects the future strategy of the Company and includes information, such as proposed trading and cash flow figures and all anticipated material commitments;

"Approving Shareholder" shall have the meaning ascribed to it in Clause 2.03;

"Articles" means the memorandum and/or articles of incorporation of the Company, as may be amended and supplemented from time to time;

"Associated Company" means, in relation to any Entity (or person), (i) an Entity (or person) which has the Control, directly or through another Associated Company or other Associated Companies, of such Entity (or person), or (ii) an Entity (or person) in which such Entity (or person) has the Control, directly or through another Associated Company or other Associated Companies, or (iii) an Entity (or person) under common Control directly or indirectly through another Associated Company or other Associated Companies with such Entity (or person);

"Authorized Entity" means any Entity in which the Shareholder owns, directly or indirectly, at least fifty percent (50%) of the share capital, the voting and financial rights and has the right to manage or legally represent such Entity;

"Board" means the Company's board of Directors as constituted from time to time;

"Business" means the business in the Territory of (x) operating outdoor advertising on, amongst other things, street furniture of all formats, billboards of all formats and/or public transport vehicles (such as trains, buses, tramways, and subway trains) including but not limited to outdoor advertising in or around airport areas and airport terminals, train stations, bus stations, tramways stations, underground metro stations, subway trains and malls, using any kind of technology, such as standard panels, electronic means or other; and/or (y) providing to the public bicycles, notably in connection with agreements entered into with municipalities, local governments or authorities, whether or not it is done in connection with advertising equipment;

"Business Day" means a day (other than a Saturday, a Sunday, a public holiday and any day which the Myanmar government publicly announced not to be a working day) on which banks are generally open in Myanmar and Singapore for business;

"Call Option" shall have the meaning ascribed to it in Clause 10.01.4.1;

"City" means the city of Yangon, Myanmar;

"Company" means the joint venture company to be incorporated and managed by the Parties in accordance with the terms and conditions of this Agreement;

"Company Law" means the mandatory rules which would be applicable to the Company in accordance with the Myanmar Companies Act (formerly the Burma Companies Act) enacted on April 1st, 1914 as amended as well as any applicable laws or rules where relevant;

"Concession Agreement" shall have the meaning set forth in the Recitals of this Agreement;

"Concerted Action" means any concerted action between two or more persons pursuant to agreements, understandings or otherwise for the purposes of acquiring or selling voting rights or for the purpose of exercising the voting rights in order to enforce a policy towards any person. For the purposes hereof, a concerted action will be deemed to exist between or among any: (i) person and the chairman of its board, its executive directors, members of its management board, its managers, (ii) person and the persons it Controls or (iii) persons which are Controlled by the same person;

"Confidential Information" means all information in connection with the Business of the Company and/or the Parties and this Agreement whatever the type or nature (including, without limitation, lists or details of customers, suppliers, information and material relating to prices, discounts, mark-ups, business strategies, marketing and price-sensitive information and information and material relating to trade secrets, products, and intellectual property rights of the Company) which is disclosed to or obtained by a Shareholder either in writing, visual or machine readable form, orally, or in any other form whatsoever, but shall not include the existence of the Business or the fact that this Agreement has been entered into by the Parties;

"Control" means control when a person (or several persons under Concerted Action): (i) holds directly or indirectly part of the share capital of another person granting the majority of the voting rights in the general meeting of shareholders of such person; (ii) holds directly or indirectly the majority of the voting rights in the general meeting of shareholders of another person pursuant to any agreement, understanding or through Concerted Action with other shareholders of such person; (iii) has the ability to determine de facto decisions at the general meeting of shareholders by using the voting rights it holds in such person; (iv) exercises a dominant influence by virtue of particular relationships with another person or (v) has the power, whether through voting rights or pursuant to an agreement and whether directly or indirectly, to appoint more than half of the

EB

members of the board of another person;

"Date of Effectiveness" shall have the meaning ascribed to it in Clause 14.01 ;

"Deadlock Situation" shall have the meaning ascribed to it in Clause 7.06.4;

"Default Notice" shall have the meaning ascribed to it in Clause 10.01.2;

"Defaulting Authorized Entity" shall have the meaning ascribed to it in Clause 9.02.3;

"Defaulting Shareholder" shall have the meaning ascribed to it in Clause 10.01.1;

"Director" refers to a director on the Board and appointed by one of the Shareholders from time to time;

"Drag Along Closing Date" shall have the meaning ascribed to it in Clause 9.06.5;

"Drag Along Notice" shall have the meaning ascribed to it in Clause 9.06.3;

"Drag Along Price" shall have the meaning ascribed to it in Clause 9.06.2;

"Drag Along Request" shall have the meaning ascribed to it in Clause 9.06.2;

"Drag Along Shares" shall have the meaning ascribed to it in Clause 9.06.2;

"Encumbrance" means any mortgage, charge, claim, equitable interest, lien, option, pledge, security interest, right of first refusal, right to acquire, hypothecation, title retention, right of set-off, counterclaim, trust arrangement or similar third party right or restriction of any kind (including any restriction on use, voting, transfer, receipt of income, or exercise of any other ownership interest);

"Entity" means a company, corporation, limited liability company, joint stock company, trust, or other organization or association, or a government or political subdivision thereof (whether federal, state, local or external to the territory of such country) or any agency or instrumentality of such government or political subdivision;

"Event of Default" shall have the meaning ascribed to it in Clause 10.01.1;

"Financial Year" means the financial year of the Company, which ends on 31 March;

"Financing Request" shall have the meaning ascribed to it in Clause 5.04;

"Guarantee Deadline" shall have the meaning ascribed to it in Clause 5.03(a);

"Initial Shareholder" shall have the meaning ascribed to it in Clause 9.02.1;

"ICC Rules" shall have the meaning ascribed to it in Clause 22.04;

"IFRS" means International Financial Reporting Standards, International Accounting Standards and interpretation of those standards issued by the International Accounting

EB

Standards Board and the International Financial Reporting Standards Interpretations Committee and their predecessor bodies as adopted by the European Commission;

"JCD IP"	shall have the meaning ascribed to it in Clause 16.01;
"JCDecaux Group"	means the group headed by the ultimate parent company of JCD, JCDecaux SA, including all of its direct and indirect Subsidiaries;
"Key Decision"	shall have the meaning ascribed to it in Clause 7.06;
"KPIs"	shall have the meaning ascribed to it in Clause 11.01;
"Loan Pay Up Deadline"	shall have the meaning ascribed to it in Clause 5.03 (b);
"Lock-up Period"	shall have the meaning ascribed to it in Clause 9.01.1;
"Material Amendment"	shall have the meaning ascribed to it in Clause 7.04;
"Net Debt"	means indebtedness less cash of the Company at March 31 of each Financial Year. Indebtedness means with respect to the Company (a) all indebtedness for borrowed money (bank and shareholders borrowings net of loans granted if any), (b) interest due and accrued on all indebtedness of the Company and its Subsidiaries, (c) all dividends declared that need to be paid by the Company to its shareholders, and (d) any financing requirements of the Company over the following twelve (12) months as estimated by its Board.
"Net Profit"	shall have the meaning ascribed to it in Clause 8.02;
"Non-Defaulting Shareholder"	shall have the meaning ascribed to it in Clause 10.02;
"Non-Funding Shareholder"	shall have the meaning ascribed to it in Clause 5.05;
"Offer"	shall have the meaning ascribed to it in Clause 9.04.1;
"Offered Terms"	shall have the meaning ascribed to it in Clause 2.03;
"Option Notice"	shall have the meaning ascribed to it in Clause 10.01.4.3;
"Option Price"	shall have the meaning ascribed to it in Clause 10.01.4.2;
"Payment Party"	shall have the meaning ascribed to it in Clause 20.09;
"Potential New Project"	shall mean any new opportunity for the Company to enter into a Project;
"Potential New Project Details"	shall mean, in respect of any Potential New Project, the terms of the relevant contract with a public or private entity, including, without limitation, capital expenditures, revenue assumptions and forecasts, the main operational costs, whether the Company should

EB

own and operate the relevant Potential New Project and the method of financing in accordance with the provisions of Clause 2.03;

"Potential Transferee"	shall have the meaning ascribed to it in Clause 9.04.1;
"Project"	shall refer to any project, tender or agreement to be entered into by the Company with a public or private entity in the context of the Business;
"Pro Forma Consolidated Debt"	shall have the meaning ascribed to it in Clause 9.02;
"Pro Rata Financing"	shall mean the same pro rata as the existing shareholding of the Shareholders in the Company;
"Purchase Notice"	shall have the meaning ascribed to it in Clause 9.04.4;
"Relevant Shares"	shall have the meaning ascribed to it in Clause 9.02.3;
"Remaining Shareholder"	shall have the meaning ascribed to it in Clause 9.02.1;
"Resolution(s)"	means the written resolution of the Shareholders of the Company and the written resolution of the Board of the Company;
"Security"	shall have the meaning ascribed to it in Clause 9.01.2;
"Senior Managers"	shall have the meaning ascribed to it in Clause 7.06.2
"Share(s)"	means all of the issued ordinary shares of the Company or any one of them, as appropriate;
"Shareholders"	shall refer to JCDecaux and FMI and any person who becomes a shareholder of the Company in accordance with this Agreement and who agrees to be bound by the provisions of this Agreement pursuant to the Deed of Adherence in Schedule 9.04.2 (Third Party Transfer) or Schedule 9.02.2 (Authorized Entity Transfer) and "Shareholder" means any one of them;
"Shareholders Reserved Matters"	shall be those matters reserved to the authority of the Shareholders pursuant to Clauses 7.04 and 7.05;
"Subscription Pay Up Deadline"	shall have the meaning ascribed to it in Clause 5.03 (c);
"Subsidiary"	means an Entity on which another Entity or person has Control;
"Tag Along Closing Date"	shall have the meaning ascribed to it in Clause 9.05.5;
"Tag Along Notice"	shall have the meaning ascribed to it in Clause 9.05.3;
"Tag Along Offer"	shall have the meaning ascribed to it in Clause 9.05.2;
"Tag Along Price"	shall have the meaning ascribed to it in Clause 9.05.2;

EB

"Tag Along Shares"	shall have the meaning ascribed to it in Clause 9.05.2;
"Target Shares"	shall have the meaning ascribed to it in Clause 9.04.1
"Territory"	shall refer to the Republic of the Union of Myanmar;
"Third Party"	means any person that is not Shareholder or any of their respective Associated Companies, including, but not limited to Authorized Entities;
"Thirty Day Period"	shall have the meaning ascribed to it in Clause 7.06.1;
"Transfer"	means any transaction, concluded with or without consideration, resulting in the transfer of the ownership of shares, assets, other ownership interest or rights or securities (and rights or obligations relating to shares or securities), including, but not limited to (i) all changes, transfers, sales or assignments of partial (e.g. beneficial interest, usufruct or ownership without beneficial interest) or full title by any legal means, (ii) any transfer made pursuant to a public auction ordered by a court, (iii) any transfer which is the result of any contribution to a company, spin-off, merger or division, with or without division of legal and beneficial title to shares or other ownership interests, loan, constitution of a guarantee, (iv) any transfer or waiver of rights to the allocated shares pursuant to an increase of capital by way of capitalization of reserves or profits, any transfer or waiver of preferential subscription rights pursuant to an increase of capital by way of contribution in cash or individual renouncement to such preferential subscription rights in favor of identified persons, and (v) any transfer with or without usufruct, loan, constitution of a guarantee as a result of a pledge of shares or other ownership interests or other type of security interest(in which case the transfer of the shares or other ownership interests resulting from the performance of such pledge shall not be considered as a Transfer), involving shares, votes, investment certificates, warrants, profit participating rights, bonds, hybrid securities, options, rights and other securities giving or entitling to, immediately or in the future, directly or indirectly, any right to shares or other ownership interests.
"Transfer Notice"	shall have the meaning ascribed to it in Clause 9.04.1;
"Transferring Shareholder"	shall have the meaning ascribed to it in Clause 9.04.1;

EB

1.02 References to Clauses and Schedules are references to clauses in, and schedules to, this Agreement (unless the context requires otherwise) and the Schedules to, and the Recitals of, this Agreement shall be deemed to form part of this Agreement.

1.03 Words importing the singular shall include the plural and vice versa, words importing a gender include every gender.

1.04 Headings are for convenience only and shall not affect the construction of this Agreement.

1.05 Any references, express or implied, to statutes or statutory provisions shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and shall include any statutes or provisions of which they are re-enactments (whether with or without modification) and any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision. References to sections of consolidating legislation shall, wherever necessary or appropriate in the context, be construed as including references to the sections of the previous legislation from which the consolidating legislation has been prepared.

1.06 The expressions "JCD", "FMI" and the "Company" shall, where context permits, include their respective successors, personal representatives and permitted assigns.

1.07 References to "persons" refer to individuals, companies, corporations, joint ventures, unincorporated organizations, or partnerships (whether or not having separate legal personality).

1.08 References to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time.

1.09 References to any time of the day are to the time of Yangon, Myanmar.

2. PURPOSE; FORMATION AND MANAGEMENT OF COMPANY

2.01 The purpose of this Agreement is to set forth the respective rights and obligations of the Shareholders with respect to the operation of the Business through the Company, the management of the Company, its development and, as the case may be, its winding up.

2.02 The Parties have agreed to first pursue the opportunity in the City pursuant to the Concession Agreement, subject to (i) obtaining a permit from the Myanmar Investment Commission for benefits and privileges under the prevailing investment laws if required, (ii) financing in proportion to each Party's shareholding in the Company, (iii) entering into this Agreement setting forth the terms and conditions of the relationships between the Parties in consideration of their respective equity interests in the Company, and (iv) as the case may be, obtaining by the Parties of any and all necessary approvals and authorisations from third parties and governmental authorities, including without limitation antitrust authorities.

2.03 The Shareholders will also consider Potential New Projects to be undertaken by the Company in connection with the Business. In the event FMI does not agree on a Potential New Project presented to the Shareholders at a general meeting of the Shareholders of the Company and which would result in increasing the paid up share capital of the Company, JCD (hereinafter, the "**Approving Shareholder**") (i) shall, as a limited exception to Clause 4, be entitled to pursue the Potential New Project alone or with another partner outside of the Company as necessary or required by the conditions of such project or pursuant to applicable laws and on the same terms and conditions as those offered to the Company (the "**Offered Terms**"), and (ii) shall assume the financing of such project.

EB

2.04 The Shareholders also hereby agree that, throughout the term of this Agreement (i) JCD shall be able to fully consolidate to the extent necessary for such consolidation in accordance with IFRS 10 (or any successor rule), and (ii) FMI shall be protected by the minority rights as defined under this Agreement;

2.05 Each Shareholder undertakes to act in the best interests of the Company.

3. SHAREHOLDING IN THE COMPANY

3.01 The share capital of the Company shall be as follows:

(i) Authorized capital in the amount of fifty million US Dollars (US$ 50,000,000.00), divided into fifty million (50,000,000.00) shares with a par value of one US Dollar (US$ 1) each.

(ii) Issued, subscribed and paid up capital in the amount of one hundred and fifty thousand US Dollars (US$ 150,000.00), divided into one hundred and fifty thousand (150,000.00) shares with a par value of one US Dollar (US$ 1) each, and held by the Shareholders in the following proportions:

JCD: 60% (ninety thousand (90,000.00) Shares)

FMI: 40% (sixty thousand (60,000.00) Shares)

3.02 Upon award of the Concession Agreement, the Shareholders shall incorporate the Company and:

(a) JCD shall subscribe for ninety thousand (90,000.00) Shares for cash at par value;
(b) FMI shall subscribe for sixty thousand (60,000.00) Shares for cash at par value;
(c) the Shareholders shall pass, and procure that the Board passes, the relevant Resolutions;
(d) each Shareholder shall pay to the Company for immediate value in cleared funds the subscription monies for the Shares respectively agreed to be subscribed and accepted by it;
(e) the Company shall deliver to each Shareholder a share certificate for the Shares to which it is entitled; and
(f) the Company shall enter the names of such parties in the register of members of the Company in respect of such Shares and register with relevant legal entities registration office in Myanmar.

3.03 All Shares of the Company shall be of the same category and shall give right (i) to one vote per Share at the general meetings of the Shareholders, and (ii) to dividends paid by the Company to its Shareholders in proportion to the percentage shareholding of each Shareholder.

3.04 Simultaneous Completion

Neither of the Shareholders shall be obliged to complete the subscription for any of the Shares unless the issue of all the Shares is completed simultaneously.

4. EXCLUSIVITY AND NON-COMPETE

4.01 Subject to Clause 2.03, during the term of this Agreement, the Shareholders agree and undertake to (i) act as each other's exclusive partners for the Business in the Territory, and (ii)

EB

use the Company as the exclusive vehicle for the Business in the Territory.

4.02 Accordingly, none of the Shareholders shall operate during the term of this Agreement, whether directly or indirectly, any activity in connection with the Business in the Territory except with the prior written consent of the other Shareholder(s) or as pursuant to Clause 2.03.

5. FINANCING

5.01 The Shareholders agree that the financial requirements of the Company for its day-to-day operations shall whenever possible be met from its paid-in capital and cash flow.

5.02 In case the Company cannot fulfill its financial needs with internally generated cash flows and additional financing is required, and in particular the financing of capital expenditures or operational expenditures of a Potential New Project, the Board shall determine how to perform additional financing of the Company, either through financial debt (Shareholders' loans or bank loans) or through capital increases, under the following terms and conditions and in the following order of preference:

(a) in case of financial debt: the financing needs may be financed either (i) by bank loans which may be guaranteed, as applicable, by each Shareholder *pro rata* to its respective shareholding in the Company, or (ii) by shareholders' loans to be granted by each Shareholder in line with market terms and conditions and *pro rata* to its respective shareholding in the Company;

(b) in case of capital increase: subject to Clause 7.04(g), any capital increase shall be subscribed by each Shareholder *pro rata* to its shareholding in the Company. In the event that any Shareholder fails to subscribe all or part of its proportion, the remaining portion of the capital increase may be subscribed by the other Shareholder, thus resulting in the dilution of the non-participating Shareholder.

5.03 If notified by the Board (and subject, in respect of Potential New Projects, to the relevant Potential New Project Details being approved in accordance with Clauses 2.03 and Clause 7.04), each Shareholder shall participate in the financing needs of the Company. In the event the Board determines that each Shareholder must finance the Company pursuant to:

(a) loans from banks, the Board shall notify the Shareholders in accordance with Clause 5.04 and request that each Shareholder provides its agreed *pro rata* share of the guarantee or security ("**Pro Rata Guarantee**") that is to be or is issued to the bank; such guarantee or security may be provided by each Shareholder in full on or prior to the deadline prescribed by the Board (the "**Guarantee Deadline**");

(b) a Shareholder loan, the Board shall notify the Shareholders in accordance with Clause 5.04 and request that each Shareholder provides its agreed share of Pro Rata Financing by way of Shareholder loans: each Shareholder shall grant a loan to the Company in such amounts as may be determined from time to time by the Board and on the basis of Pro Rata Financing. All such loans must be made available in full on or prior to the deadline prescribed by the Board (the "**Loan Pay Up Deadline**"); or

(c) a capital increase, the Board shall notify the Shareholders in accordance with Clause 5.04 asking each Shareholder to provide its agreed share of Pro Rata Financing by way of capital increase of the Company, subject to approval of the Shareholders under Clause 7.04(g). Any increase in the share capital of the Company shall be subscribed by each Shareholder in such amounts as may be determined from time to time by the Board and on the basis of the Pro Rata Financing, subject to Clause

EB

7.04(g). All such shares shall be subscribed for and fully paid up on or prior to the deadline prescribed by the Board (the "**Subscription Pay Up Deadline**").

5.04 With regards to any notification to be made in accordance with Clause 5.02 above (excluding any financing through cash generated from the Business and third party loans without any guarantee or security), the Board shall notify the Shareholders in writing of the amount and type of financing as well as the proposed timing of such financing, such notice to also specify the the Loan Pay Up Deadline or the Subscription Pay Up Deadline, as applicable (the "**Financing Request**").

5.05 If a Shareholder (the "**Non-Funding Shareholder**") fails to make available in full its Pro Rata Financing share of Shareholder loans on or before the Loan Pay Up Deadline or to subscribe and fully pay up its Pro Rata Financing share of Shares on or before the Subscription Pay Up Deadline, all as set out in the Financing Request, then the other Shareholder shall within the fifteen (15) day period following the Loan or Subscription Pay-Up Deadline, as the case may be, have the right, but not the obligation, to (x) make the Shareholder loans that were due to be made by the Non-Funding Shareholder and/or (y) subscribe for the Shares for which the Non-Funding Shareholder was due to subscribe, in each case on the same terms and conditions as was originally agreed.

5.06 Each Shareholder hereby covenants to use its voting rights or other powers in order to give effect to any decision made pursuant to or taken in accordance with this Clause 5.

5.07 In the event that any Shareholder loan is still outstanding and not yet reimbursed by the Company upon the liquidation of the Company or at the time of the payment of any dividend by the Company, the Shareholders agree, to the extent permitted by law, that such loans shall be reimbursed in priority to the payment of any dividend or any other distribution (including of income and capital) to the Shareholders.

6. BOARD OF DIRECTORS AND OFFICERS

6.01 The Company shall be managed by the Board. The Board shall be constituted and run in accordance with the terms of this Clause 6 and the Articles. Subject to Shareholders' Reserved Matters under Clauses 7.04 and 7.05 below, the Board shall be vested with the full power and authority to manage and operate the Company and to decide on all issues related thereto. All decisions of the Board shall be decided by a simple majority (50%) of the Board present or represented at a duly quorate meeting, save for the decisions set forth in Clause 6.11 below, which shall require the approval of at least one (1) Director nominated by FMI pursuant to Clause 6.02.

6.02 The Board shall consist of five (5) Directors. JCD shall appoint three (3) Directors. FMI shall appoint two (2) Directors. The initial Board shall consist of the members listed in Schedule 6.02.

6.03 Meetings of the Board may be held in Yangon or in any location agreed by the Directors or by telephone and may be convened by any Director at least twice a year by sending the other Directors a fifteen (15) day prior written notice for any meeting to be held by telephone and a one (1) month prior written notice otherwise, and such notice shall set forth the agenda of the meeting; provided, however, that if all Directors agree to a shorter period of notice, such meeting shall be deemed to be properly notified and constituted. The quorum necessary to constitute a meeting of the Board shall be four (4) Directors. A quorum must be present at the beginning of, and throughout, each meeting. If, one (1) hour and thirty (30) minutes following the designated time of the Board meeting (the "**Ninety Minute Period**") a quorum is not present, the meeting shall stand adjourned until the same time and place on the same day of the following week and if, such following week, at such adjourned meeting a quorum is not

EB

present during the Ninety Minute Period, any three (3) Directors present shall constitute a quorum, but only to the extent of proceeding with the business expressly specified in the agenda of such Board meeting, and except for the matters set forth under Clause 6.11. At a meeting of the Board, each Director shall have one vote.

6.04 The managing director and the financial director shall be nominated by JCD. Appointment and removal of the managing director and chief financial officer shall be approved by the Board in accordance with Clause 6.01 at simple majority. Key managers will be hired by the managing director. The chief financial officer and the other key managers shall report to the managing director. The managing director shall report to the Board.

6.05 Any Director nominated pursuant to Clause 6.02 may be removed by the same Shareholder who nominated her or him and may be replaced by another person nominated by such Shareholder to fill the vacancy.

6.06 Each Shareholder shall nominate or remove a Director it nominated by giving written notice at the Company's registered office and sending a copy thereof to the other Shareholder. Any Shareholder removing a Director shall be responsible for and shall indemnify the other Shareholder and the Company against any claim filed by such Director and arising out of such removal. If a Shareholder ceases to hold any Shares, it will procure the resignation of all the Directors appointed by it (such resignation to be effective on the date such Shareholder ceases holding any Shares) and shall indemnify the other Shareholder and the Company against any claims which may be brought by such Directors against the Company and/or the other Shareholder.

6.07 Each Shareholder undertakes to procure that each Director nominated by the other Shareholder pursuant to Clause 6.02 shall be duly elected as Director and that, unless so requested by the Shareholder nominating such Director, it will not do or procure to be done any act whereby such Director may cease to be a Director of the Company.

6.08 In the event a Director has a direct or indirect interest in a contract, business or arrangement which is proposed to the Company, such Director shall declare the nature of his/her interest at the meeting of the Board during which the question of entering into such contract, business or arrangement is considered.

6.9 Unless provided otherwise by a resolution of the Shareholders, no fees or remuneration of any kind will be paid to the Directors.

6.10 Notwithstanding any other provisions herein, each Shareholder undertakes to the other Shareholder that it will remove or agree to remove the Director it nominated if such Director violates any applicable laws, this Agreement or the Articles.

6.11 With exception to the matters specified by the Company Law or in Clauses 7.04 and 7.05 below as being exclusively within the authority of the Shareholders, the following matters shall be presented to a meeting of the Board, at which a quorum is present, and shall be adopted by the Directors present in person or by proxy at such meeting, being agreed that none of the specific matters set forth below (nor any measures or actions having the same consequences as these decisions) shall be taken or implemented by the Company unless at least one (1) Director appointed by FMI pursuant to Clause 6.02 approves such decision:

(a) the lending or the advancing of loans to or in favour of a third party or the giving of any guarantee or indemnity or the creation of a lien or security interest over any undertaking or asset of the Company to secure any third party indebtedness or obligations;

(b) the fixing of the remuneration and compensation of the managing director of the Company in case it exceeds US$350,000 per annum (plus inflation) in aggregate;

EB

6.12 Notwithstanding anything to the contrary herein, when a matter is raised to the Board for resolution in accordance with Clause 6.11 and the resolution cannot be adopted by the Board the consultation and resolution process set forth in Clause 7.06 below shall apply.

7. GENERAL SHAREHOLDERS' MEETING

7.01 A general meeting of the Shareholders of the Company shall be held on an annual basis within four (4) months of the end of the Financial Year at the Company's registered address in the Territory or at such other place as shall be designated by the Board in order to approve, inter alia, the financial statements of the Company of the preceding Financial Year. The general meeting shall be convened by the Board and the agenda of such meeting must comply with the Articles and any and all applicable laws. Each Shareholder shall have one (1) vote per Share.

7.02 Any notice convening the general meeting of shareholders shall specify the date, time, place and agenda of the meeting and shall be given to each Shareholder at least one (1) month before the date on which such meeting shall be held unless a shorter notice period is agreed to by the Shareholders pursuant to the Articles or provided by applicable laws. Unless otherwise required by applicable laws or regulations, shareholders' meetings may be held by telephone, teleconference or via the circulation of written resolutions in lieu of physical meetings.

7.03 The quorum for any general meeting of the Company shall be satisfied only if both Shareholders are present or represented. A quorum must be present throughout each meeting and no business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. If, within one (1) hour and thirty (30) minutes of the designated time of a meeting, a quorum is not present, the meeting shall stand adjourned until the same time and place on the same day in the following week. If the following week at such adjourned meeting a quorum is not present within one (1) hour and thirty (30) minutes from the designated time of such adjourned meeting, either Shareholder present (whether in person or by proxy or representative), representing not less than fifty-one percent (51%) of the then issued share capital of the Company, shall constitute a quorum, except for the Shareholders' Reserved Matters set forth under Clause 7.04.

7.04 The Parties hereby agree to procure that none of the **Shareholders' Reserved Matters** set forth in this Clause 7.04 nor any measures or actions having the same consequences as these decisions, be taken or implemented by the Company unless such Shareholders' Reserved Matter is approved by the FMI Shareholder:

(a) the cessation of the Business of the Company;

(b) the change in the nature or scope of the Business or the principal activities of the Company;

(c) any Material Amendment (as defined hereinafter) of Articles or similar constitutional documents of the Company including the Agreement; provided that "**Material Amendment**" shall mean any changes of or amendments (i) to any rights attaching to the Shares or other securities of any class in the Company or its Subsidiaries and (ii) to the Articles or similar constitutional documents of the Company or any Subsidiary of the Company including the Agreement, that would modify the rights of the Shareholders in the Company, in particular the minority Shareholder's rights in the Company;

(d) the entry by the Company into any related party transactions or inter-company transactions or agreements with any of the Shareholders or with any company or business in which the Shareholders or Directors of the Company or any one of them have any direct or indirect beneficial or financial interest, except for (i) Shareholder loans and (ii) the entering into the IP and Management services agreements as set forth under Clause 16 (which, for the avoidance of doubt, shall not qualify as such);

EB

(e) any alteration to the rights of the Shareholders such as voting rights, dividend rights, or distribution rights in the event of liquidation of the Company;

(f) the approval of a Potential New Project (together with related New Project Details) which would result in the Company increasing the paid up share capital of the Company, it being provided that if the Parties fail to agree on a proposed Potential New Project, the consequences set out in Clause 2.03 shall apply;

(g) any variation of the Company's capital structure in any manner, including any increase or reduction in the share capital of the Company, the issue by the Company of any shares, stock, options, warrants, or other rights to purchase the same or of any securities convertible or exchangeable for shares or any debenture or the Company committing to do any of the foregoing, except if required by law;

(h) the passing of any resolution for the liquidation, dissolution or winding-up of the Company, or to undertake any amalgamation, merger or reorganization of the Company or its Shareholders for the appointment of a receiver, receive and manager, judicial manager or like officer;

7.05 The Parties hereby agree to procure that none of the following Shareholders' Reserved Matters nor any measures or actions having the same consequences as such decisions, be taken or implemented by the Company, unless such Shareholders' Reserved Matters have been approved in writing by a simple majority of the Shareholders:

(a) appointment of a member of the Board or termination of his or her powers prior to the expiration of his or her term, in each case subject to Clause 6.05;

(b) consideration and approval of reports prepared by the Board with respect to the Company's annual operations and financial statements; and

(c) other matters required by applicable law to be submitted to a shareholders' meeting for approval.

7.06 The Parties hereby agree that if a resolution relating to a matter specified in Clause 6.11 cannot be adopted by the Board and if a resolution relating to a Shareholders Reserved Matter as set forth in Clause 7.04 or in Clause 8.03 cannot be adopted by the Shareholders (hereinafter, a "**Key Decision**"), the following procedure shall apply:

7.06.1 The Shareholders will act in good faith and use all reasonable endeavors to resolve the matter expeditiously and to reach an agreement acceptable to each Shareholder within thirty (30) business days after the meeting at which a disagreement on a Key Decision has occurred (the "**Thirty Day Period**");

7.06.2 If the Shareholders are unable to reach a consensus in accordance with paragraph (i) above within the Thirty Day Period, either of the Shareholders may refer the matter for determination to a member of their senior management team. The senior managers designated by each Shareholder (the "**Senior Managers**") shall meet as soon as practicable, and in any event within thirty (30) business days of the matter having been referred to them, and shall use all commercially reasonable endeavors to reach a consensus;

7.06.3 If the Senior Managers are unable to reach any consensus whatsoever within thirty (30) business days of their first meeting, or if the Senior Managers' meeting does not take place upon expiry of the thirty (30) business day period referred to in paragraph (ii) above, a deadlock shall be deemed to have arisen (the "**Deadlock Situation**");

EB

7.06.4 In the event that a Deadlock Situation occurs, the Senior Managers must hold a second meeting to discuss the issue no later than thirty (30) business days after the Deadlock Situation has occurred and the Senior Managers must make *bona fide* efforts to finally agree upon and resolve the matter in question within that period of time for meeting and discussion.

7.06.5 In the event that the Senior Managers fail to resolve the Deadlock Situation during such thirty business day period, the relevant Key Decision cannot be passed nor implemented by the Company and the Deadlock Situation shall have no other consequences.

8. DIVIDENDS

8.01 Following the proposal of the Board at each general meeting of Shareholders called for such purposes, the Shareholders shall, subject to applicable laws and regulations and insofar as the Company has profits available for distribution, approve the amount of the dividend to be paid to the Shareholders in proportion to the Shareholders' respective paid-up shareholding. The dividend policy shall be based on the overall guiding principle that subject to any applicable laws and regulations, each of the Shareholders shall in good faith procure that the Company distributes to the Shareholders such profits being declared as soon as possible from the end of the financial year having made reasonable and proper reserves for the capital expenditure of, working capital requirements of, and the tax liabilities of, the Company.

8.02 Subject to the aforesaid overall guiding principle, the Company shall distribute minimum dividends as follows:

(i) 0% (no dividends) if the consolidated net debt of the Company, inclusive of dividends to be distributed by the Company and the financing requirements (including capital expenditures and acquisitions) of the next twelve months (the "**Proforma Consolidated Debt**") is equal to or higher than 1 times the EBITDA of the accounting year considered for the distribution; or,

(ii) 15% of the Company's consolidated distributable profits after tax ("**Net Profit**"), if the Proforma Consolidated Debt is below 1 time the EBITDA of the accounting year considered for the distribution but greater than 0.5 time such EBITDA; or,

(iii) 30% of Net Profit if the Proforma Consolidated Debt is equal or below 0.5 time the EBITDA of the accounting year considered for the distribution but greater than zero (0); or,

(iv) 75% of Net Profit if the Proforma Consolidated Debt is equal to or less than zero (0).

8.03 For the avoidance of doubt, the above principles would apply as far as the distributing entity has sufficient distributable profits in accordance with the applicable laws. Any variation to the dividend policy, or any distributions or declarations of dividends made by the Company which is not in accordance with the dividend policy shall require the approval of all of the Shareholders.

9. TRANSFER OF SHARES

9.01 Lock-up Period

Except as provided in Clause 9.02 below, each of the Shareholders hereby agrees not to Transfer all or any part of the Shares in the Company during the period beginning on the date of this

EB

Agreement to and including the third (3^{rd}) anniversary of the Date of Effectiveness of this Agreement (the "**Lock-up Period**") without the prior written consent of the other Shareholder.

9.02 **Permitted Transfers**

Notwithstanding Clause 9.01 and subject to Clause 9.04, the following Transfer of Shares shall be authorized during and after the Lock-up Period:

9.02.1 Each Shareholder may Transfer all, but not less than all of its Shares to its Authorized Entity, subject to giving the other Shareholder (the "**Remaining Shareholder**") one (1) month prior written notice. Such notice shall include in reasonable detail a representation setting forth the identity of the Shareholder's proposed Authorized Entity, its management structure and a list of its current shareholders. The Remaining Shareholder may request from the Shareholder Transferring the Shares (the "**Initial Shareholder**") additional evidence reasonably necessary to demonstrate that the proposed transferee is an Authorized Entity. For the avoidance of doubt, the consent of the Remaining Shareholder is not necessary for the Transfer of Shares to the respective Shareholder's Authorized Entity in accordance with this Clause.

9.02.2 In the event of a Transfer of Shares pursuant to Clause 9.02.1 above, the relevant Authorized Entity transferee must enter into the Deed of Adherence in the agreed terms as set out in Schedule 9.02.2. The Initial Shareholder (i) shall continue at all times to be bound by this Agreement jointly and severally with the Authorized Entity transferee, including, but not limited to all other terms hereof applicable to the relevant Authorized Entity transferee, and (ii) shall guarantee the compliance by the Authorized Entity transferee with the terms of this Agreement.

9.02.3 In the event an Authorized Entity holding Shares ceases to qualify as an Authorized Entity of an Initial Shareholder for whatever reason there shall be an "**Authorized Entity Default Event**" and the Authorized Entity shall immediately become a "**Defaulting Authorized Entity**". The Initial Shareholder and the Defaulting Authorized Entity shall immediately inform the Remaining Shareholder of the Authorized Entity Default Event and the Defaulting Authorized Entity shall immediately retransfer or cause the retransfer of the full legal and beneficial ownership, free of any Encumbrance, of all the Shares owned by that Defaulting Authorized Entity (the "**Relevant Shares**") to the Initial Shareholder within five (5) Business Days of the Authorized Entity Default Event.

9.03 **General Transfer Restrictions**

9.03.1 Subject to the other provisions of this Clause 9, including, but not limited to Clause 9.01, each Shareholder (and/or its Authorized Entity) shall be free to Transfer its Shares (either directly or indirectly) to a Third Party if the following conditions are met:

(i) it shall only Transfer all and not some of the Shares it or its Authorized Entity holds in the Company, in accordance with this Agreement and Transfer all such Shares to the same transferee;

(ii) unless they are repaid by the Company pursuant to Clause 9.03.4(ii) it shall Transfer all of the Shareholder Loans it has made to the Company at the same time that it or its Authorized Entity Transfers Shares, and it shall Transfer such Shareholder Loans to the same transferee;

(iii) a Third Party transferee may under no circumstance be a competitor of the JCDecaux Group or any person that is an Associated Company of such a Competitor, being understood that a competitor of the JCDecaux Group shall

EB

mean any person or Entity (including its Associated Companies) operating in the field of outdoor advertising (including street furniture, transports and billboards); and

(iv) a Third Party transferee may under no circumstance be a competitor of FMI or any person that is an Associated Company of such competitor, being understood that a competitor of FMI shall mean any person or Entity (including its Associated Companies) operating in the field of financial services, real estate services and/ or all healthcare services.

9.03.2 It shall be a condition precedent to the right of either Shareholder to Transfer any Shares to a Third Party that the relevant transferee or assignee enters into a Deed of Adherence in the agreed terms as set out in Schedule 9.03.2.

9.03.3 Every instrument of Transfer shall be submitted to the Company for registration accompanied by the share certificate relating to the Shares to be transferred and such other evidence as the Board may reasonably require in relation thereto. The Shareholders shall procure that the Directors shall register any Transfer of Shares, which complies with the provisions of this Clause 9.

9.03.4 Each Shareholder undertakes that notwithstanding the terms of any Shareholder loan agreement between it (or its Authorized Entity) and the Company:

(i) it shall not, and shall procure that its Authorized Entity shall not at any time assign or transfer any rights or obligations in respect of Shareholder loans save where such assignment or transfer is made simultaneously with the Transfer of its Shares to an Authorized Entity or a Third Party or a Shareholder or its nominee in accordance with the terms of this Agreement; and

(ii) in the event of the Transfer of Shares to a Third Party, the Company shall be entitled, but not required to repay any outstanding loans between it and the transferring Shareholder/its Authorized Entity at their outstanding principal amount plus any unpaid interest, on or prior to completion of the Transfer of the Shares and in the event of a Transfer of Shares pursuant to the Call Option, the Company shall be entitled, but not required to repay any outstanding loans between it and the transferring Shareholder or its Authorized Entity at their outstanding principal amount, on or prior to completion of the Transfer of the Shares.

9.04 **Preemption rights in respect of Transfers to Third Parties**

9.04.1 In the event that a Shareholder (the "**Transferring Shareholder**") and/or its Shareholder's Authorized Entity intend to Transfer all but not part of their Shares to a Third Party (the "**Potential Transferee**") and have received a bona fide irrevocable and binding offer from that Third Party for such Shares which includes a clear price calculation and all other material terms of the proposed offer (the "**Offer**"), the Transferring Shareholder shall give notice in writing to the Company and the other Shareholder (the "**Transfer Notice**") that specifies:

(i) the number of Shares which the Transferring Shareholder intends to Transfer (the "**Target Shares**") which, for the avoidance of doubt, shall be all the Shares (and not some only) in the Company held by the Transferring Shareholder and its Authorized Entity;

(ii) the name and address of the Potential Transferee who made the bona fide Offer

EB

for the Target Shares;

(iii) the proposed date of the Transfer;

(iv) the price per Share set out in the Offer which must be a price given on an arm's length basis at which the Transferring Shareholder is prepared to Transfer the Target Shares and the payment conditions of the proposed Transfer. For the avoidance of doubt, such price shall be set forth in US Dollars; and be equal to the aggregate purchase price for the Target Shares and shall include cash payments only; and

(v) details of any other material terms of the Offer made by the Potential Transferee (including the approvals required by applicable laws and regulations prior to the completion of the Transfer, representations and warranties and any other relevant conditions precedent) accompanied by a certified copy of any written statement by the Potential Transferee of the material terms of the Offer and any other material terms or circumstances known to the Transferring Shareholder which affect or may affect the Offer.

9.04.2 The Transfer Notice shall be deemed to be an unconditional binding proposal by the Transferring Shareholder and that Shareholder's Authorized Entity to sell the Target Shares to the other Shareholder.

9.04.3 The Transfer Notice must appoint (failing which it shall be deemed to appoint) the Company (by its Board) as the Transferring Shareholder's agent for the transfer of the Target Shares in accordance with the provisions of this Agreement.

9.04.4 Within a period of sixty (60) days after the date of its receipt of the Transfer Notice, the other Shareholder shall be entitled to serve a purchase notice (the "**Purchase Notice**") on the Transferring Shareholder requiring such Transferring Shareholder to sell all of the Target Shares to it at the same price and on the same terms and conditions as those offered by the Potential Transferee (as set out in the Transfer Notice) in accordance with this Clause 9.04.

9.04.5 The purchase and the Transfer of the Target Shares shall be completed at a place and time to be determined by the Board, provided that, subject to the applicable laws and regulations, the time shall not be less than three (3) Business Days and not more than fifteen (15) Business Days after the Purchase Notice is served.

9.04.6 On the date of Transfer, the Target Shares shall be free of any Encumbrances.

9.04.7 If the other Shareholder did not serve a Purchase Notice within the period referred to in Clause 9.04.4, the Transferring Shareholder shall be entitled to sell all of the Target Shares to the Transferee at the price and on the terms and conditions set out in the Transfer Notice provided that if such sale is not completed within six (6) months after the Transfer Notice is given, the right to sell the Target Shares to the Transferee shall become null and void.

9.05 **Tag Along**.

9.05.1 In the event that JCD (the Transferring Shareholder) and/or its Authorized Entity intends to Transfer all of its Shares to a Potential Transferee, FMI shall be granted a Tag Along right on the terms and conditions set out below.

9.05.2 If, within a period of sixty (60) days after the date of its receipt of a Transfer Notice pursuant to Clause 9.04.1, a valid Tag Along Notice is served by FMI, the Potential

EB

Transferee shall consider whether to make an offer (the "**Tag Along Offer**") to FMI to purchase all of the Shares held by FMI and its Authorized Entity(ies) (the "**Tag Along Shares**") for a consideration in cash per Share that is equal to the price per Share offered to the Transferring Shareholder, as set out in the Transfer Notice (the "**Tag Along Price**") and on the terms and conditions set out in the Transfer Notice.

9.05.3 The Tag Along Offer shall be made in writing by the Potential Transferee to FMI within five (5) Business Days of receipt by the Transferring Shareholder and the Potential Transferee of a notice (the "**Tag Along Notice**") requiring the Potential Transferee to buy all of FMI's Shares on the same terms and conditions as those offered by the Potential Transferee to JCD (as set out in the Transfer Notice) in accordance with this Clause.

9.05.4 If the Potential Transferee does not make a Tag Along Offer within the required time, JCD shall not be entitled to Transfer the Target Shares to the Potential Transferee.

9.05.5 If the Potential Transferee makes a Tag Along Offer within the required time, JCD, the Potential Transferee and FMI shall have ten (10) Business Days from the date of delivery of the Tag Along Offer (or, in the event third party, government or regulatory approvals are required, from the date the last of the relevant approvals is obtained) or such other reasonable time period as is required by the Potential Transferee to complete the Transfer of the Tag Along Shares to the Potential Transferee (the "**Tag Along Closing Date**") and no Transfer of the Target Shares shall occur unless the Tag Along Shares are transferred simultaneously. If the Transferring Shareholder procured the purchase by the Potential Transferee of the Tag Along Shares in accordance with this Clause 9.05.5 but FMI fails to Transfer its Tag Along Shares to the Potential Transferee by the Tag Along Closing Date, JCD shall have the right to Transfer the Target Shares to the Potential Transferee.

9.05.6 If FMI did not serve a Tag Along Notice within the period referred to in Clause 9.05.2 and provided that FMI has not served a Purchase Notice under Clause 9.04.4, JCD shall be entitled to sell all of the Target Shares to the Potential Transferee at the price and on the terms and conditions set out in the Transfer Notice provided that if such sale is not completed within six (6) months after the Transfer Notice is given, the right to sell the Target Shares to the Potential Transferee shall become null and void and the Transfer Notice will be deemed to have been withdrawn.

9.05.7 If FMI delivers a Purchase Notice in accordance with Clause 9.04.4, FMI shall be deemed to have waived its right to deliver a Tag Along Notice in accordance with Clause 9.05.3 and if it delivers a Tag Along Notice, it shall be deemed to have waived its right to deliver a Purchase Notice.

9.06 **Drag Along**

9.06.1 In the event that JCD (the Transferring Shareholder) and/or its Authorized Entity intends to Transfer all of its Shares to a Potential Transferee, JCD shall be granted a Drag Along on FMI's Shares on the terms and conditions set out below.

9.06.2 In the event that following the date of its receipt of a Transfer Notice pursuant to Clause 9.04.1, FMI failed to serve a Purchase Notice within the period referred to in Clause 9.04.4, JCD shall be entitled to request from FMI upon expiry of the sixty (60) calendar-day period referred to in Clause 9.04.4, to sell all of its Shares (the "**Drag Along Shares**") to the Potential Transferee along with JCD (the "**Drag Along Request**") for a consideration in cash per Share that is equal to the price per Share offered to the Transferring Shareholder, as set out in the Transfer Notice (the "**Drag Along Price**") and on the terms and conditions set out in the Transfer Notice.

EB

9.06.3 The Drag Along Request shall be made in writing by JCD to FMI within five (5) Business Days from the expiry of the sixty (60) calendar-day period referred to in Clause 9.04.4 (the "**Drag Along Notice**") requiring FMI to sell all of its Target Shares on the same terms and conditions as those offered by the Potential Transferee to JCD (as set out in the Transfer Notice) in accordance with this Clause.

9.06.4 If JCD does not make a Drag Along Request within the required time, FMI shall not be bound to Transfer its Shares to the Potential Transferee.

9.06.5 If JCD makes a Drag Along Request within the required time, JCD, the Potential Transferee and FMI shall have ten (10) Business Days from the date of delivery of the Drag Along Request (or, in the event third party, government or regulatory approvals are required, from the date the last of the relevant approvals is obtained) or such other reasonable time period as is required by the Potential Transferee to complete the Transfer to the Potential Transferee (the "**Drag Along Closing Date**") and no Transfer of the Target Shares shall occur unless the Drag Along Shares are transferred simultaneously..

9.06.6 If JCD did not serve a Drag Along Notice within the period referred to in Clause 9.06.3 and provided that the other Shareholder has not served a Purchase Notice under Clause 9.04.4, the Transferring Shareholder shall be entitled to sell all of the Target Shares to the Potential Transferee at the price and on the terms and conditions set out in the Transfer Notice provided that if such sale is not completed within six (6) months after the Transfer Notice is given, the right to sell the Target Shares to the Potential Transferee shall become null and void and the Transfer Notice will be deemed to have been withdrawn.

9.09 **Clauses survival**

Save as otherwise provided herein, if a Party ceases to be a Shareholder by reason of the Transfer of all of its Shares to another Shareholder, legal Entity or person, then, unless otherwise provided herein, the provisions of this Agreement shall cease to have effect in relation to the former Shareholder. For the avoidance of doubt, this clause shall not be applicable in case of a Permitted Transfer in accordance with Clause 9.02 of this Agreement.

EB

10. EARLY TERMINATION

10.01 Events of Default and Remedies

10.01.1 A Shareholder commits an event of default and becomes a "**Defaulting Shareholder**" on the occurrence of any of the following events, each an ("**Event of Default**"):

(a) if a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, administration, reorganization, non-solvent reconstruction, dissolution or bankruptcy of the Shareholder or for the appointment of a liquidator, receiver, administrator, trustee or similar officer of the Shareholder or for any material part of its business or assets; if the Shareholder stops or suspends payment to its creditors generally or is unable to, or admits its inability to, pay its debts as they fall due or seeks to enter into any composition or other arrangement with its creditors or is declared or becomes bankrupt or insolvent; or if a creditor takes possession of all or any part of the business or assets of the Shareholder or any execution or other legal process is enforced against the business or any substantial assets of the Shareholder and if no good faith efforts are made to discharge the process within fourteen (14) days;

(b) if the Shareholder attempts or purports to carry out or permit any Transfer in violation with the Transfer restrictions provided for in Clause 9.02 and in Clause 9.03.1(iii) et (iv);

(c) if the Shareholder fails to comply with the Exclusivity (Clause 4) provisions of this Agreement.

10.01.2 If an Event of Default occurs pursuant to Clause 10.01.1, the Defaulting Shareholder undertakes to inform the non-defaulting Shareholder (the "**Non-Defaulting Shareholder**") immediately upon the occurrence of such an Event of Default. The Non-Defaulting Shareholder shall, upon becoming aware of such an Event of Default (whether the Non-Defaulting Shareholder has been informed by the Defaulting Shareholder or has become aware otherwise), require the Defaulting Shareholder to remedy such Event of Default by providing a notice to the Defaulting Shareholder (the "**Default Notice**"), and the Defaulting Party shall:

(a) commence remedy of the breach within five (5) Business Days (or such longer period as is reasonable in the circumstances and agreed between each of the Shareholders in writing (including by email) as from the date of service of the Default Notice; and

(b) complete remedy of such breach within twenty (20) Business Days (or such longer period as is reasonable in the circumstances and agreed between each of the Shareholders in writing (including by email) as from the date of service of the Default Notice.

10.01.3 Once a Default Notice is provided, the Non-Defaulting Shareholder (without prejudice to its other rights and remedies) shall have the right to commence any of the following:

(a) at any time, do such acts and things, and make such payments, as are reasonably necessary in order to remedy the Defaulting Shareholder's breach, and is entitled on demand to be reimbursed by the Defaulting Shareholder for any monies reasonably expended in attempting or purporting to remedy such breach (including legal fees reasonably incurred);

EB

(b) upon expiration of the cure period set forth in Clause 10.01.2 above, in case of an Event of Default under Clause 10.01.1(b) and (c) above, the Non-Defaulting Shareholder may, but shall not be obliged to, exercise its Call Option in accordance with Clause 10.01.4 below; and

(c) upon expiration of the cure period set forth in Clause 10.01.2 above, in case of an Event of Default under Clause 10.01.1(a) above, commence dissolution of the Company pursuant to Clause 12 below.

10.01.4 In accordance with Clause 10.01.3(b), upon the occurrence of an Event of Default under Clause 10.01.1(b) and (c), the Non-Defaulting Shareholder may, but shall not be obliged to, exercise its Call Option under the terms and conditions set forth below:

10.01.4.1 Each Party irrevocably grants (and shall procure that any of such Party's Authorized Entities irrevocably grants) to the other Party the right and option (but not the obligation) to buy all (but not part) of its Shares, at the Option Price (as defined below), (the "**Call Option**");

10.01.4.2 The Option Price shall be based on Fair Market Value and shall include a penalty being a twenty percent (20%) discount on such Fair Market Value (the "**Option Price**");

10.01.4.3 A Call Option shall only be exercisable by notice in writing served by the Non-Defaulting Shareholder on the Defaulting Shareholder at the address set forth in Article 21 of this Agreement (the "**Option Notice**"). The Option Notice shall set forth the basis pursuant to which the Call Option is being exercised and shall include the calculation of the Option Price;

10.01.4.4 In the event that the Parties fail to agree on the Option Price, an Expert shall be nominated in accordance with the Expert Procedure set forth under Schedule 10.01.4.4 to this Agreement in order to determine the Option Price which shall be binding and final to the Parties.

10.02 **Change of regulations**

In the event that a change of laws or regulations of the Republic of the Union of Myanmar or a country from the Organisation for Economic Co-operation and Development (OECD) which would prohibit the conduct of Business, the Shareholders undertake to discuss in good faith possible remedies; should they fail to reach an agreement, either Shareholder shall document its position and refer the matter for determination to the Shareholders' senior management team, in order for them to discuss and use all commercially reasonable efforts to find a consensus within a reasonable period.

11. ACCOUNTING AND REPORTING REQUIREMENTS

11.01 The Company shall prepare and deliver any necessary financial and other relevant information to enable the Shareholders to meet their respective reporting obligations, such as under the JCDecaux Group Accounting Policies; and in particular, the Company shall prepare and provide to each of the Directors and Shareholders:

(a) within ten (10) days of each calendar month a business update with the main key performance indicators ("**KPIs**") reflecting the performance of the Company, and the main advertising contracts awarded during the period;

EB

(b) within thirty (30) days of the end of each financial quarter, quarterly management accounts in respect of the 'preceding financial period, together with such other information in such form as any Director or Shareholder may reasonably require to keep the Directors and/or Shareholders properly informed about the business and financial affairs of the Company and generally to protect the Shareholders' interest;

(c) within 60 days of the end of each financial year, the audited financial report of the Company in respect of the preceding financial year.

11.02 KPIs, Management accounts and financial reports shall be prepared in accordance with IFRS standards.

11.03 The Company shall keep true and accurate books of account and records in accordance with usual accounting practices and procedures and procure that such books and records are audited by the Company's external auditor no later than three (3) months following the end of each Financial Year. At the end of each Financial Year, the audit shall be conducted by an independent firm of chartered accountants appointed by the Board. The Shareholders agree that such audit firm shall be selected from (i) one (1) of the four (4) following international firms of auditors, namely being Ernst and Young, Deloitte, PwC and KPMG, or (ii) from a Myanmar-registered reputable independent accounting firm affiliated with one of these four accounting firms.

12. DISSOLUTION OF THE COMPANY

Subject to the full reimbursement of all funding provided by the Shareholders and applicable laws and regulations, the Shareholders agree that in the event of winding up or dissolution of the Company, the Company shall dispose of all of its assets and the remaining funds after paying all loans owed to its creditors (including the Shareholder loans) shall be distributed amongst the Shareholders in proportion to the respective shareholdings then held or controlled by the Shareholders.

13. REPRESENTATIONS AND WARRANTIES; UNDERTAKINGS AND AGREEMENT OF THE SHAREHOLDERS

13.01 Each Party to this Agreement represents and warrants to each of the Parties that:

13.01.1 neither the execution nor performance of this Agreement will violate any provision or result in the breach of:

(a) any existing law, treaty, rule or regulation of any governmental body or any agreement or arrangement to which it is a party or by which it is bound or any order, judgment or decree applicable to it (as the case may be);

(b) (in the case of the Shareholders) its constitutional documents; or

(c) any obligation (contractual or otherwise) which is binding upon it, or upon any of its assets.

13.01.2 it has the power to enter into and to exercise its rights and to perform its obligations under this Agreement;

13.01.3 it has taken all necessary action to authorize the execution of and the performance of its obligations under this Agreement;

EB

13.01.4 the obligations expressed to be assumed by it under this Agreement are legal, valid, binding and enforceable;

13.01.5 no consent of any third party is required to enable it to enter into this Agreement;

13.01.6 the execution and performance of this Agreement has been validly authorized by all necessary actions and this Agreement is valid, binding and enforceable against it.

13.01.7 (in the case of each of the Shareholders) neither its execution nor its performance of this Agreement will result in the creation of, or oblige it to create or permit to subsist, an Encumbrance over any of its present or future assets or revenues; and

13.01.8 (in the case of each of the Shareholders) the Shares to be transferred to or subscribed for by it will not, upon or after such transfer or subscription, become subject to any Encumbrance.

13.02 General Undertakings

13.02.1 Each Shareholder agrees to perform and observe and, so far as it is able to do, procure that the Company shall at all times act in accordance with the provisions of this Agreement.

13.02.2 Each Shareholder agrees to take all necessary steps to give full effect to the provisions of this Agreement and do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement and the Articles (if there is any discrepancy between this Agreement and the Articles, this Agreement shall prevail among Shareholders and Shareholders shall take all necessary actions to amend the Articles in accordance with this Agreement).

13.02.3 Each Shareholder agrees to use its reasonable endeavors to procure that any necessary Third Parties shall do, execute and perform all such further deed, documents, assurances, acts and things as either Shareholder may reasonably require by notice in writing to the other Shareholder to carry out the provisions of this Agreement.

13.02.4 Each Shareholder agrees to exercise its voting and any other rights attaching to the Shares and its rights pursuant to this Agreement to procure that the Board shall determine the general policy of the Company in the carrying on of the Business in accordance with the express provisions of this Agreement and of the Articles.

13.02.5 Each Shareholder undertakes to the other Shareholder and to the Company that it shall not at any time create or permit to be created or subsist any Encumbrance on or affecting any of the Shares held by it in favor of any third party without the prior written consent of the other Shareholder.

13.02.6 Each Shareholder undertakes to the other Shareholder and to the Company that it shall not at any time transfer or otherwise dispose of any Shares or of any interest in or option over any Shares or Shareholder loan made by it to the Company in any case otherwise than in accordance with the provisions of the Articles and this Agreement.

13.02.7 Each Shareholder undertakes to the other Shareholder that, if, during the term of this Agreement, there shall be any conflict between the provisions of this Agreement and of the Articles, then as between the Shareholders, during such period, the provisions of this Agreement shall prevail.

13.02.8 Each Shareholder undertakes to the other Shareholder and to the Company that it shall not at any time appoint more than one proxy or corporate representative to

✓ EB

represent it at any meeting of the Shareholders.

13.02.9 Each Shareholder undertakes to the other Shareholder:

(a) to exercise its respective rights and powers under this Agreement and as a holder of Shares to ensure that the provisions of this Agreement and the Articles are complied with; and

(b) to procure that any Director appointed by it shall so act and vote in relation to the affairs of the Company to ensure that the Business and all the affairs of the Company are carried on in a proper manner in the way that he considers, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole.

13.03 **Undertakings of all Parties in relation to the Articles**

13.03.1 Each of the Parties agrees that nothing contained in this Agreement shall be deemed to constitute an amendment to the Articles.

13.03.2 Each of the Parties agrees that at all times during the term of this Agreement it shall fully and punctually perform, enforce and comply with all rights and obligations on its part under the Articles.

13.03.3 It is agreed that it is the intention of each of the Parties that the effect of the undertaking contained in Clause 13.03.2 is that each provision of the Articles shall be enforceable by the Parties inter se and in whatever capacity.

13.03.4 Without prejudice to the generality of the foregoing, each Shareholder agrees to exercise and procure that every person for the time being representing it shall exercise or refrain from exercising any voting rights at any meeting of the Shareholders or of the Board so as to ensure the passing of any and every resolution necessary or desirable to procure that the Business of the Company are conducted in accordance with this Agreement and otherwise to give full effect to such provisions and requirements and likewise so as to ensure that no resolution is passed which does not comply with such provisions and requirements.

14. DURATION OF AGREEMENT

14.01 This Agreement shall become effective upon the setting up of the Company by the Parties hereto ("the **Date of Effectiveness**") and shall continue to be in force until being terminated under one of the following circumstances:

(a) immediately after all Shareholders agree in writing to its termination;

(b) immediately after the dissolution of the Company pursuant to the provisions of this Agreement; and

(c) immediately after either of the Shareholders or either of their permitted transferee under this Agreement ceases to be a shareholder of the Company;

14.02 Except as provided above in Clause 14.01, the termination of this Agreement shall not prejudice or affect any rights or liabilities of any Shareholder hereto arising under this Agreement prior to such termination. The provisions of this Agreement shall survive its termination for so long as may be necessary to give efficacy thereto.

EB

15. CONFIDENTIALITY

15.01 Each of the Shareholders hereto undertakes that it will not and will procure that its agents, contractors, professional advisors and employees will not at any time disclose or use other than for the purpose of this Agreement, any and all Confidential Information or any information, provisions or details of this Agreement or any matter in connection therewith or make any public announcement about the existence or contents of this Agreement, any matters in connection therewith, or about any and all of the Confidential Information unless specifically agreed in writing between the Parties hereto, provided, however, that this Clause shall not prevent the Party making such disclosure (a) to any of their agents, contractors or employees in connection with the performance by them of their obligations and agreements hereunder or (b) to any professional adviser appointed by them to advise on such performance or (c) if required by law or relevant regulations.

15.02 The provisions and restrictions contained in this Clause 15 shall survive the termination of this Agreement for a period of one (1) year.

16. IP AND MANAGEMENT SERVICES

16.01 JCD would put at the Company's disposal the requisite know-how, trademarks, patents, models, information, expertise, assistance and technology ("**JCD IP**") to enable the Company to duly perform its obligations with respect to the conduct of the Business. In this respect, the Company would sign an IP agreement under which the Company would be authorized by JCD to use the JCD IP owned by JCD against a royalty fee which shall be chargeable to the Company. From the fourth (4th) year of operations of Company, JCD would invoice the Company on a quarterly basis the standard fee (the "**Fee**") usually charged by JCD to its subsidiaries worldwide for the same type of agreements and such fee would in each Financial Year be less than or equal to two (2.0%) percent of the annual turnover of the Company. Any applicable withholding tax to the Fee shall be deducted by the Company from the Fee and paid by the Company to the tax authorities on behalf of the Company.

16.02 JCD will charge the Company certain management services and in this respect the Company will sign a management services agreement with JCD or any of its Subsidiaries with effect as from the incorporation date of the Company. JCD would invoice the Company the standard average fee usually charged by JCD to its Subsidiaries worldwide for such type of agreements; provided, however, that if the level of the invoicing of such management fee would expose the Company to any material risks of a tax or financial nature, the Parties would discuss in good faith the amount of such fee. FMI will charge the Company certain management services and in this respect the Company will sign a management services agreement with FMI, on terms substantially similar to the management services agreement with entered into between JCD and the Company.

17 COSTS AND EXPENSES

17.01 The Shareholders shall, in accordance with their shareholding ratio in the Company, bear the costs and expenses (including legal fees, incorporation costs of the Company and transaction costs) of and incidental to the transaction, including, the preparation, negotiation, execution and performance of this Agreement any other documents referred to in this Agreement and any other documents referred to in this Agreement or ancillary and incidental to it and the transactions contemplated hereunder.

17.02 Except as provided in Clauses 16 and 17.01, it is further agreed that:

EB

(a) If charges incurred by the Company are for the main benefit of only one Shareholder, such charges shall be finally borne by such Shareholder unless they are agreed upon in writing by the other Shareholder; provided, however, that the Company shall pay any expenses incurred in connection with the financial reporting required by each Shareholder, including, but not limited to, any financial reporting needed to meet local GAAP or IFRS reporting obligations; and

(b) Reasonable costs incurred by either of the Shareholders and which have been approved in advance by the Shareholders, such as regarding the provision of a team of experts (not constituting employees of the Company) for limited services in respect of a restricted period of time to the Company, shall be borne and paid by the Company at the lower of (i) market price, and (ii) a price not higher than that applied to any Subsidiary of JCD.

18 EXECUTION AND COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts when taken together shall constitute one and the same instrument and shall be binding on each and every Shareholder. Each counterpart so executed shall thereafter be exchanged and countersigned to provide each Shareholder with a fully executed copy of this Agreement. For the avoidance of doubt, this Agreement shall not be binding on any Party hereto unless and until it shall have been executed by or on behalf of all persons expressed to be Parties hereto.

19 COMPLIANCE WITH JCD CODE OF ETHICS

Each Shareholder undertakes to adhere to and to comply with, and shall procure that the Company and any member of its management complies, at all times with the JCDecaux Code of Ethics, a copy of which is set forth in Schedule 19, or any future version of such Code of Ethics issued by JCDecaux SA as the case may be, as well as all applicable anti-corruption, anti-bribery and anti-money laundering laws in relevant jurisdiction, in particular in compliance with the standards and obligations of the OECD.

20 MISCELLANEOUS

20.01 The Parties hereto may not assign or transfer any of their respective rights or benefits or obligations hereunder nor any of the documents referred to in this Agreement in whole or in part (otherwise than pursuant to a Transfer of Shares in accordance in all respects with the provisions and requirements of this Agreement and of the Articles) except with the prior written consent of the other Parties hereto.

20.02 If any part (including any clause or part of any clause) of this Agreement shall be, or be found by any authority or court of competent jurisdiction to be, void, illegal, invalid or unenforceable by reason of any applicable law, it shall be deleted and such illegality, invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain in full force and effect and if necessary, the Parties shall use their best endeavors to agree any amendments to the Agreement necessary to give effect to the spirit of this Agreement.

20.03 Any right of rescission conferred upon the Parties hereto shall be in addition to and without prejudice to all other rights and remedies available to them and no exercise or failure to

✓ EB

exercise such a right of rescission shall constitute a waiver by the Parties of any such other right or remedy. No failure, omission, forbearance or delay on the part of any Party hereto in exercising any right, power, privilege or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies in this Agreement are cumulative and not exclusive of any rights and remedies provided by the applicable laws, rules and regulations.

20.04 This Agreement (together with any documents referred to herein) constitutes the whole agreement between the Parties hereto relating to its subject matter and supersedes and cancels in all respects all previous agreements, correspondence, understandings, undertakings (if any) between the Parties hereto with respect to the subject matter hereof, whether made in writing or orally.

20.05 It is specified, understood and agreed that this Agreement shall only become effective and binding on each of the Parties if it is signed by a duly authorized representative of each of the Parties and at least one (1) witness for such representative's signature.

20.06 This Agreement may only be amended, supplemented or waived if the Parties hereto agree in writing, and it is specified, understood and agreed that any such amendment, supplement or waiver shall only become binding on the Parties when a copy is validly served on the following in accordance with Clause 21 below.

20.07 To the fullest extent permitted by law, the Shareholders undertake: (i) to amend the Articles so that they do not conflict with this Agreement and to execute all necessary documents and complete any formalities required for the purpose of amending the Articles, and (ii) to execute documents and complete any formalities required for the purpose of constituting the Board in accordance with this Agreement.

20.08 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties hereto and the Parties hereto shall not have any authority to bind the other Party in any way other than in accordance with the terms and conditions hereunder.

20.09 It is the Parties' intent, to the fullest extent permitted by law, to avoid joint and several liability. Notwithstanding any joint and several liability which may be imposed by the City or any other governmental authority on the Parties (pursuant to the Concession Agreement or otherwise), each Party agrees with the other Party that the aggregate amount of any such liability arising under or in connection with the Project shall be borne by the Parties pro rata their shareholding in the Company. Any reasonable legal or other costs which a Party may be ordered to pay or otherwise incurs in any action brought to enforce any such joint and several liability shall similarly be borne by the Parties pro rata their respective shareholding in the Company. If any Party has made payment for liability arising under or in connection with the Project in an amount which is in excess of the amount which represents its respective pro rata shareholding in the Company (the "**Payment Party**"), the other Party shall indemnify the Payment Party for such excess amount.

21. NOTICES

Except as may be otherwise provided herein, any and all notices, consents, approvals, or other notifications required to be given by any Party hereto to any other Parties shall be in writing and deemed validly delivered if by hand delivery or by prepaid registered letter (airmail if to an overseas address) or by facsimile transmission (with confirmation of receipt) to the address set forth below or such other address or facsimile number as may from time to time be notified for this purpose (which shall be notified to the other Parties with five (5) Business Days' prior written notice). Notice served by hand shall be deemed to have been served on delivery, any

EB

notice served by facsimile transmission shall be deemed to have been served when sent and any notice served by prepaid registered letter shall be deemed to have been served forty eight (48) hours (seventy two (72) hours in the case of a letter sent by airmail to an address in another country) after the time at which it was posted and in proving service it shall be sufficient (in the case of service by hand and prepaid registered letter) to prove that the notice was properly addressed and delivered or posted, as the case may be, and in the case of service by facsimile transmission to prove that the transmission was confirmed as sent by the originating machine :

To JCD :

Managing Director
JCDecaux Asia (S) Pte. Ltd.
8 Temasek Boulevard
#33-02 Suntec City Tower 3
Singapore, 038988

and:
Chief Legal Counsel – Asia
JCDecaux Asia (S) Pte. Ltd.
Regional Legal Department
8 Temasek Boulevard
#33-02 Suntec City Tower 3
Singapore, 038988

It is specified, understood and agreed that any notice to JCD will only be deemed validly served if it is sent to both of the above two addresses.

To FMI:

Chief Financial Officer
First Myanmar Investment Company Limited
FMI Centre, Level 10, 380 Bogyoke Aung San Road,
Pabedan Township, Yangon, Myanmar.

22. GOVERNING LAW AND JURISDICTION

22.01 This Agreement shall be governed by and construed in accordance with the laws of Singapore subject to any mandatory provisions of Myanmar law applicable to the companies incorporated in Myanmar.

22.02 Any dispute, controversy or difference which may arise out of, or in connection with, this Agreement shall be addressed by good faith negotiation between the Shareholders. At the request of either Shareholder, each of the Shareholders shall appoint a designated representative who has authority to settle the dispute and who is at, or is appointed by, the highest level of management of the relevant Shareholder. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute.

22.04 Should such negotiations fail to resolve the dispute within thirty (30) days of the beginning thereof, the dispute shall be finally and exclusively be settled by ICC Arbitration. Such arbitration shall be decided under the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**") by one (1) arbitrator unless the dispute, controversy, claim or difference exceeds US Dollars five million (US$ 5,000,000.000) in which case it shall consist of three (3) arbitrators, appointed in accordance with the ICC Rules. The place of arbitration shall be Singapore and the language of the proceedings shall be English. All documents presented by the Parties shall be translated into English, the Party presenting such documents bearing the

EB

cost of such translation. The arbitration award shall be definitive and binding upon the Parties, and the Parties shall have recourse to proceedings in court only for the enforcement of the arbitral award.

IN WITNESS whereof this Agreement has been executed in three identical copies (with JCD retaining two copies) by the parties on the day and year first above written.

SIGNED by the authorized signatory)
Emmanuel Bastide)
for and on behalf of)
JCDecaux Asia (S) Pte. Ltd.)
in the presence of : Juliette Vigier)
Witness:)

SIGNED by the authorized signatory)
Mr. Tun Tun)
for and on behalf of)
First Myanmar Investment Co., Limited)
in the presence of :)
Witness:)
Khine Thinzar Oo

SCHEDULES

Schedule 6.02: List of Board Members
Schedule 9.02.2: Authorized Entity Transfer - Deed of Adherence
Schedule 9.03.2: Third Party Transfer - Deed of Adherence
Schedule 10.01.4.4: Expert Procedure
Schedule 19: JCDecaux Code of Ethics

EB

SCHEDULE 6.02

LIST OF BOARD MEMBERS

Mr Emmanuel Bastide

Mr Frédéric Jacquemard

Mrs Juliette Vigier

Mr. Tun Tun

Ms. Zarchi Tin

EB

05

Page réservée aux autorités compétentes
pour délivrer le passeport
Página reservada a las autoridades competentes
para expedir el pasaporte / Forbeholdt de pasudstedende
myndigheder / Amtliche Vermerke
Προοριζεται για τις αρχές που είναι αρμόδιες για την
έκδοση του διαβατηρίου / Page reserved for issuing authorities
Leathanaigh in áirithe d'údaráis eisiúna
Pagina riservata all'autorità
Opmerkingen van bevoegde instanties
Página reservada às entidades competentes
para emitir o passaporte / Varattu passinantoviranomaisille
Förbehållet utlämnande myndighet.

Ce passeport contient un composant électronique.
Il convient d'en prendre soin, et en particulier
de ne pas le plier, le perforer, l'exposer à des températures
extrêmes ou à une humidité excessive.

This passport contains sensitive electronics.
For best performance please do not bend,
perforate or expose to extreme temperatures
or excess moisture.

Signature du titulaire/*Holder's signature*

RÉPUBLIQUE FRANÇAISE

PASSEPORT
PASSPORT

[redacted]

Type/*Type*: P
Code du pays/*Country code*: FRA
Passeport n°/*Passport no*: 15FV05709

Nom/*Surname*: [redacted]

Taille/*Height* (12): 1,83 m
Couleur des yeux/*Colour of eyes* (9): BLEUE

Lieu de naissance/*Place of birth* (6): [redacted]

Domicile/*Residence* (11):
88A TAMAN NAKHODA
VILLA BELLE ROSE
257787 SINGAPOUR
SINGAPOUR

Autorité/*Authority* (9):
SINGAPOUR
AMBASSADE DE FRANCE A SINGAPOUR

Date d'expiration/*Date of expiry* (8): 02 07 2022

P<FRABASTIDE<<EMMANUEL<ANDRE<BERNARD<<<<<<<<
15FV057097FRA6810085M2207021<<<<<<<<<<<<<<00

EB

EB

Page réservee aux autorités compétentes
pour délivrer le passeport
Pagina reservada a las autoridades competentes
para expedir el pasaporte / Forbeholdt de pasudstedende
myndigheder / Amtliche Vermerke
Προορίζεται για τις αρχές που είναι αρμόδιες για την
έκδοση του διαβατηρίου / Page reserved for issuing authorities
Leathanaigh in airithe d'údaráis eisiúna
Pagina riservata all'autorità
Opmerkingen van bevoegde instanties
Página reservada às entidades competentes
para emitir o passaporte / Varattu passinantoviranomaiselle
Förbehållet utfärdande myndighet

Ce passeport contient un composant électronique.
Il convient d'en prendre soin, et en particulier
de ne pas le plier, le perforer, l'exposer à des températures
extrêmes ou à une humidité excessive.

Signature du titulaire

RÉPUBLIQUE FRANÇAISE

PASSEPORT
PASSPORT

Type: P | Code du pays: FRA | Passeport n°: 17FV07571



Nom: JACQUEMARD

Prénoms: Frédéric,Antoine,Jacqueline

Nationalité: Française | Sexe: M | Taille: 1,78 m | Couleur des yeux: VERTE

Date de naissance: 22 04 1968 | Lieu de naissance: LYON

Date de délivrance: 31 05 2017

Domicile:
SANGUAN SAP 7D
80/82 SOI SATHORN 9
10120 BANGKOK
THAILANDE

Autorité: BANGKOK - AMBASSADE DE FRANCE EN THAILANDE

Date d'expiration: 02 10 2024

P<FRAJACQUEMARD<<FREDERIC<ANTOINE<JACQUELINE
17FV075714FRA6804222M2410029<<<<<<<<<<<<<<00

EB ✓

EB

Page réservée aux autorités compétentes
pour délivrer le passeport
Página reservada a las autoridades competentes
para expedir el pasaporte / Forbeholdt de pasudstedende
myndigheder / Amtliche Vermerke
Προορίζεται για τις αρχές που είναι αρμόδιες για την
έκδοση του διαβατηρίου / Page reserved for issuing authorities
Leathanaigh in áirithe d'údaráis eisiúna
Pagina riservata all'autorità
Opmerkingen van bevoegde instanties
Página reservada às entidades competentes
para emitir o passaporte / Varattu passinantoviranomaisille
Förbehållet utfärdande myndighet.

03

Ce passeport contient un composant électronique.
Il convient d'en prendre soin, et en particulier
de ne pas le plier, le perforer, l'exposer à des températures
extrêmes ou à une humidité excessive.

This passport contains sensitive electronics.
For best performance please do not bend,
perforate or expose to extreme temperatures
or excess moisture.

Signature du titulaire/*Holder's signature*

RÉPUBLIQUE FRANÇAISE

PASSEPORT
PASSPORT

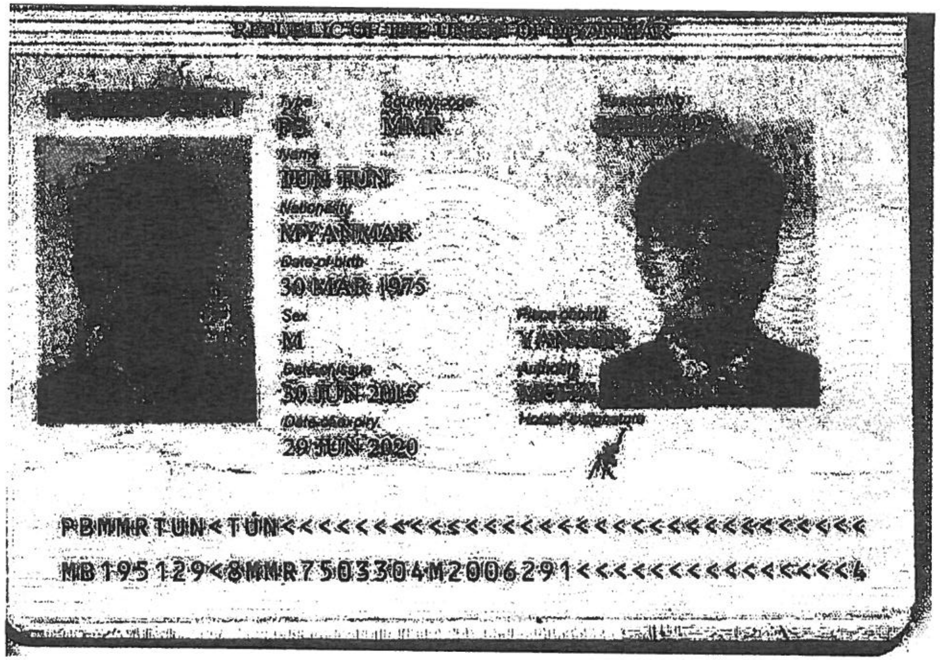


Type/*Type* P
Code du pays/*Country code* FRA
Passeport n°/*Passport No* 15FV05720
Nom/*Surname* VIGIER ép. [illegible]CHONNET
Prénoms Juliette [illegible] Marie
Nationalité Française
Taille/*Height* 1,75 m
Couleur des yeux/*Colour of eyes* MARRON
Date de naissance 14 10 [illegible]
Lieu de naissance/*Place of birth* PARIS 15E ARRONDISSEMENT
Date de délivrance/*Date of issue* 31 03 [illegible]
Domicile/*Residence* 80 KIM SENG ROAD 239426 SINGAPOUR SINGAPOUR
Autorité/*Authority* SINGAPOUR AMBASSADE DE FRANCE A SINGAPOUR
Date d'expiration/*Date of expiry* 30 03 2025

P<FRAVIGIER<<JULIETTE<CECILE<MARIE<<<<<<<<<<
15FV057204FRA8210140F2503309<<<<<<<<<<<<<<04

EB

EB



REPUBLIC OF THE UNION OF MYANMAR

Type: PB
Country code: MMR
Name: TUN TUN
Nationality: MYANMAR
Date of birth: 30 MAR 1975
Sex: M
Place of birth: YANGON
Date of issue: 30 JUN 2015
Authority: [illegible]
Date of expiry: 29 JUN 2020
Holder's signature

PBMMRTUN<TUN<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

MB195129<8MMR7503304M2006291<<<<<<<<<<<<<<<4

6

ENDORSEMENTS, AMENDMENTS AND OBSERVATIONS

Ceases to be valid on the 29th June 2020 for so long as bearer is in the service of YANGON LAND COMPANY LIMITED whichever period is earlier.

MB 195129

ENDORSEMENTS, AMENDMENTS AND OBSERVATIONS

OBSERVATION

This Passport is issued in replacement of passport No MA021505 Issued In Yangon on the 1st February 2013

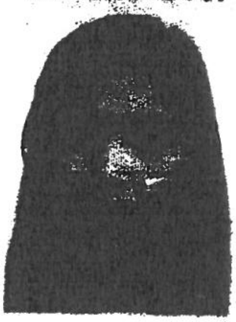
MB 195129

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR ★ LONDON ★ 065

MA 330566

REPUBLIC OF THE UNION OF MYANMAR

PASSPORT



Type
PT

Country code
MMR

Passport No
MA3

Name
ZAR CHI TIN

Nationality
MYANMAR

Date of birth
01 NOV 1977

Sex
F

Date of issue
03 JAN 2014

Date of expiry
02 JAN 2019

Place of birth
MEIKT

Authority
MF, LO

Holder's signature



PTMMRZAR<CHI<TIN<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

MA330566<3MMR7711019F1901023<<<<<<<<<<<<<<<<0

EB

EB

SCHEDULE 9.02.2

FORM OF DEED OF ADHERENCE (Authorized Entity Transfer)

BETWEEN:

(1) [NAME], a company incorporated with limited liability in Myanmar whose registered office is at ________________________________ (the "**Company**");

(2) [NAME], a company incorporated in [place] of [address] / [NAME], holder of [identity document and number] of [address] (the "**Remaining Shareholder**");

(3) [NAME], a company incorporated in [place] of [address] / [NAME], holder of [identity document and number] of [address] (the "**Initial Shareholder**");

(4) [NAME], a company incorporated in [place] of [address] / [NAME], holder of [identity document and number] of [address] (the "**New Authorized Entity**").

WHEREAS:

(A) On [date], the Shareholders of the Company entered into a joint venture and shareholders' agreement (the "**Shareholders' Agreement**") to which a form of this deed of adherence (the "**Deed**") was attached as Schedule 9.02.2.

(B) The New Authorized Entity is an Authorized Entity of the Initial Shareholder for the purposes of the Shareholders' Agreement.

(C) The Parties agree that the Initial Shareholder, wishes to transfer to the New Authorized Entity, pursuant to Clause 9.02 of the Shareholders' Agreement, and the New Authorized Entity has agreed to purchase from the Initial Shareholder [number] Shares in the share capital of the JV Company (the "**Shares**") and, pursuant to Clause 9.02.2 of the Shareholders' Agreement, the New Authorized Entity has agreed to enter into this Deed.

NOW THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

1.01 In this Deed, unless otherwise defined herein or the context requires otherwise, capitalized terms used herein shall have the same meanings ascribed to them in the Shareholders' Agreement.

1.02 This Deed shall be read and construed together with the Shareholders' Agreement, and the rights and obligations of the parties thereto will be determined in accordance with the terms and conditions of this Deed and the Shareholders' Agreement.

2. Representations and Warranties

The New Authorized Entity represents and warrants to the Remaining Shareholder and the Company as follows:

(a) It is a company duly established and existing under the laws of the jurisdiction stated on page 1 of this Deed and has the power and authority to own its assets and to conduct the business which it conducts or proposes to conduct.

(b) It has the power (i) to enter into, exercise its rights and perform and comply with its

√ EB

obligations under this Deed and (ii) to act as a Shareholder of the Company.

(d) It is an Authorized Entity of the Initial Shareholder and shall immediately notify all of the parties to this Deed in the event that it ceases to be an Authorized Entity of the Initial Shareholder.

(e) All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of necessary consents) in order (i) to enable it lawfully to enter into, exercise its rights and perform and comply with its obligations under this Deed and the Shareholders' Agreement are valid, legally binding and enforceable and (ii) to make this Deed and the Shareholders' Agreement admissible in evidence in the courts of the jurisdiction in which it is incorporated have been taken, fulfilled and done.

(f) Its entry into this Deed and the Shareholders' Agreement and the exercise of its respective rights, and the performance of, or compliance with, its respective obligations, under this Deed and the Shareholders' Agreement and the purchase of Shares do not and will not violate or exceed any restriction imposed by (i) any law to which it is subject or (ii) its memorandum or articles of association or, as the case may be, certificate of incorporation or by-laws.

(g) Its obligations under this Deed and the obligations which, by this Deed, it assumes under the Shareholders' Agreement are valid, binding and enforceable.

(g) Its entry into this Deed and the Shareholders' Agreement and the exercise of its rights, and the performance of, or compliance with, its respective obligations, under this Deed and the Shareholders' Agreement and the purchase of the Shares do not and will not violate any agreement to which it is a party which is binding on its assets.

3. **Covenant**

With effect from the date of transfer by the Initial Shareholder to the New Authorized Entity of the Shares (the "**Transfer Date**") and without prejudice to any liability of the Initial Shareholder in respect of any breach by it of obligations under the Shareholders' Agreement, the Authorized Entity hereby covenants to the Remaining Shareholder, the Initial Shareholder and the Company to adhere, assume, perform and be bound by all the duties, burdens and obligations of the Initial Shareholder imposed pursuant to the provisions of the Shareholders' Agreement and all documents expressed in writing to be supplemental or ancillary thereto as if the New Authorized Entity had been an original party to the Shareholders' Agreement since the date thereof.

4. **Joint and several liability**

The Initial Shareholder agrees that its obligations under the Shareholders' Agreement shall not cease with effect from the Transfer Date and the Initial Shareholder and the New Authorized Entity hereby covenant to the Remaining Shareholder and the Company that the liability of each of the Initial Shareholder and the New Authorized Entity under the Shareholders' Agreement shall be joint and several.

5. **Enforceability**

Each Remaining Shareholder and the Company shall be entitled to enforce the Shareholders' Agreement against the Initial Shareholder and the New Authorized Entity, and the New Authorized Entity shall be entitled to all rights and benefits of an Authorized Entity holding Shares under the Shareholders' Agreement.

6. **Notices**

EB

The postal address, e-mail address and fax number designated by the New Shareholder for the purposes of Clause 21 (Notices) of the Shareholders' Agreement are:

Address:
E-mail:
Fax:
For the attention of:

7. **General Provisions**

The provisions of Clauses 15 (Confidentiality) and 20 (Miscellaneous) of the Shareholders' Agreement shall apply with such changes as are necessary to this Deed as if expressly set out in this Deed.

8. **Governing Law and Jurisdiction**

This Deed shall be governed by and construed in accordance with the laws of Singapore subject to any mandatory provisions of Myanmar law applicable to the companies incorporated in Myanmar. Any dispute, controversy or difference which may arise out of, or in connection with, this Agreement and which cannot be resolved by the Shareholders within thirty (30) days of the beginning thereof shall be finally and exclusively settled by ICC arbitration. Such arbitration shall be decided under the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**") by three (3) arbitrators appointed in accordance with the ICC Rules. The place of arbitration shall be Singapore and the language of the proceedings shall be English. All documents presented by the Parties shall be translated into English, the Party presenting such documents bearing the cost of such translation. The arbitration award shall be definitive and binding upon the Parties, and the Parties shall have recourse to proceedings in court only for the enforcement of the arbitral award.

IN WITNESS WHEREOF, this Deed has been executed as a deed by the parties hereto on the date first above written.

SIGNED by the authorised signatory)
XXX)
for and on behalf of)
[NAME]

SIGNED by the authorised signatory)
XXX)
for and on behalf of)
[name of Remaining Shareholder]

SIGNED by the authorised signatory)
XXX)
for and on behalf of)
[name of Initial Shareholder]

SIGNED by the authorised signatory)
XXX)
for and on behalf of)
[name of New Authorized Entity]

EB

SCHEDULE 9.03.2

FORM OF DEED OF ADHERENCE (Third Party Transfer)

BETWEEN:

(1) [NAME], a company incorporated with limited liability in Myanmar whose registered office is at ______________________________ (the "**Company**");

(2) [NAME], a company incorporated in [place] of [address] / [NAME], holder of [identity document and number] of [address] [TO DO: please complete] (the "**Outgoing Shareholder**");

(3) [NAME], a company incorporated in [place] of [address] / [NAME], holder of [identity document and number] of [address] (the "**Remaining Shareholder**"); and

(4) [NAME], a company incorporated in [place] of [address] / [NAME], holder of [identity document and number] of [address] (the "**New Shareholder**").

WHEREAS:

(A) On [date], the Shareholders of the Company entered into a joint venture and shareholders' agreement (the "**Shareholders' Agreement**") to which a form of this deed of adherence (the "**Deed**") was attached as Schedule 9.03.2.

(B) [Name of the outgoing Shareholder] (the "**Outgoing Shareholder**"), wishes to transfer to the New Shareholder, pursuant to Clause 9 of the Shareholders' Agreement, and the New Shareholder has agreed to purchase from the Outgoing Shareholder [number] Shares in the share capital of the Company (the "**Shares**") and, pursuant to Clause 9.04.2 of the Shareholders' Agreement, the New Shareholder has agreed to enter into this Deed.

NOW THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

1.01 In this Deed, unless otherwise defined herein or the context requires otherwise, capitalized terms used herein shall have the same meanings ascribed to them in the Shareholders' Agreement.

1.02 This Deed shall be read and construed together with the Shareholders' Agreement, and the rights and obligations of the parties thereto will be determined in accordance with the terms and conditions of this Deed and the Shareholders' Agreement.

2. Representations and Warranties

The New Shareholder represents and warrants to the Remaining Shareholder and the Company as follows:

(c) It is a company duly established and existing under the laws of the jurisdiction stated on page 1 of this Deed and has the power and authority to own its assets and to conduct the business which it conducts or proposes to conduct.

(d) It has the power (i) to enter into, exercise its rights and perform and comply with its obligations under this Deed and (ii) to act as a Shareholder of the Company.

EB

(e) All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of necessary consents) in order (i) to enable it lawfully to enter into, exercise its rights and perform and comply with its obligations under this Deed and the Shareholders' Agreement are valid, legally binding and enforceable and (ii) to make this Deed and the Shareholders' Agreement admissible in evidence in the courts of the jurisdiction in which it is incorporated have been taken, fulfilled and done.

(f) Its entry into this Deed and the Shareholders' Agreement and the exercise of its respective rights, and the performance of, or compliance with, its respective obligations, under this Deed and the Shareholders' Agreement and the purchase of Shares do not and will not violate or exceed any restriction imposed by (i) any law to which it is subject or (ii) its memorandum, deed of establishment or articles of association or, as the case may be, certificate of incorporation or by-laws.

(g) Its obligations under this Deed and the obligations which, by this Deed, it assumes under the Shareholders' Agreement are valid, binding and enforceable.

(h) Its entry into this Deed and the Shareholders' Agreement and the exercise of its rights, and the performance of, or compliance with, its respective obligations, under this Deed and the Shareholders' Agreement and the purchase of the Shares do not and will not violate any agreement to which it is a party which is binding on its assets.

3. Covenant

With effect from the date of transfer by the Outgoing Shareholder to the New Shareholder of the Shares (the "**Transfer Date**") and without prejudice to any liability of the Outgoing Shareholder in respect of any breach by it of obligations under the Shareholders' Agreement prior to the Transfer Date, the New Shareholder hereby covenants to the Remaining Shareholder and the Company, to adhere to, assume, perform and be bound by all the duties, burdens and obligations of the Outgoing Shareholder imposed pursuant to the provisions of the Shareholders' Agreement and all documents expressed in writing to be supplemental or ancillary thereto as if the New Shareholder had been an original party to the Shareholders' Agreement since the date thereof.

4. Release

In consideration of the undertakings given by the New Shareholder under this Clause, the Remaining Shareholder and the Company hereby agree that the obligations of the Outgoing Shareholder under the Shareholders' Agreement (except those under Clauses 15 (Confidentiality) and 20 (Miscellaneous)) shall, in the case only of a transfer of all the Outgoing Shareholder's Shares and Shareholder loans, cease with effect from the Transfer Date, without prejudice to any liability of the Outgoing Shareholder's in respect of any breach by it of obligations under the Shareholders' Agreement prior to the Transfer Date.

5. Call Option Excluded

All provisions under the Shareholders' Agreement with regard to any Call option(s) (the "**Option Provisions**") are made for the sole benefit of FMI and JCD, respectively, and do not grant any right or benefit whatsoever to any New Shareholder despite the signature of this Deed. Upon the sale of the Shares of the Company from FMI or JCD to the New Shareholder, all Option Provisions shall be deemed to have been automatically removed from the Shareholders' Agreement and extinguished.

6. Enforceability

The Remaining Shareholder and the Company shall be entitled to enforce the Shareholders' Agreement against the New Shareholder and the New Shareholder shall be entitled to all rights and benefits of the Outgoing Shareholder under the Shareholders' Agreement in each case as if the New Shareholder had been an original party to the Shareholders' Agreement since the date

EB

thereof.

7. Notices

The postal address, e-mail address and fax number designated by the New Shareholder for the purposes of Clause 21 (Notices) of the Shareholders' Agreement are:

Address:
E-mail:
Fax:
For the attention of:

8. General Provisions

The provisions of Clauses 15 (Confidentiality) and 20 (Miscellaneous) of the Shareholders' Agreement shall apply with such changes as are necessary to this Deed as if expressly set out in this Deed.

9. Governing Law and Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of Singapore subject to any mandatory provisions of Myanmar law applicable to the companies incorporated in Myanmar. Any dispute, controversy or difference which may arise out of, or in connection with, this Deed and which cannot be resolved by the parties hereto within thirty (30) days of the beginning thereof shall be finally and exclusively settled by ICC arbitration. Such arbitration shall be decided under the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**") by three (3) arbitrators appointed in accordance with the ICC Rules. The place of arbitration shall be Singapore and the language of the proceedings shall be English. All documents presented by the parties shall be translated into English, the party presenting such documents bearing the cost of such translation. The arbitration award shall be definitive and binding upon the parties hereto, and the parties shall have recourse to proceedings in court only for the enforcement of the arbitral award.

IN WITNESS WHEREOF, this Deed has been executed as a deed by the parties hereto on the date first above written.

SIGNED by the authorised signatory)
XXX)
for and on behalf of)
[Newco]

SIGNED by the authorised signatory)
XXX)
for and on behalf of)
[name of Outgoing Shareholder]

SIGNED by the authorised signatory)
XXX)
for and on behalf of)
[name of Remaining Shareholder]

SIGNED by the authorised signatory)
XXX)
for and on behalf of)
[name of New Shareholder]

EB

SCHEDULE 10.01.4.4

EXPERT PROCEDURE

(a) Each Party shall appoint its own Expert in accordance with the terms of this Agreement. The two Experts shall be chosen amongst PricewaterhouseCoopers, EY, KPMG and Deloitte, provided that no such firm is, as of then, the appointed external auditor of any of the Parties, to determine the Option Price in accordance with the terms of this Agreement.

(b) Each of the Parties shall use all reasonable endeavours to promptly appoint its Expert. In conducting its appraisal, each Expert (and Neutral Expert, if applicable) shall (i) consider several valuation methodologies common to the outdoor advertising industry, including, but not limited to, discounted cash flow analysis, comparable public company analysis, and precedent transactions analysis; (ii) for discounted cash flow analysis, utilize reasonable discount rates for similarly situated projects; (iii) take into account the remaining life of the Concession Agreement and the probability of any extensions which are contemplated in such Concession Agreement; and (iv) assume that the Company would be sold in the open market in its as-is condition for cash by a willing seller, not compelled to sell, to a willing buyer, not compelled to buy, with each of seller and buyer being apprised of all relevant facts, in an arms' length, negotiated transaction with an unaffiliated third party without time constraints, and with no deduction, discount or other subtraction for restrictions on transferability, minority interest, lack of control, or the absence of a market for or with respect to the ownership interests in the Company. The Expert shall make its decision based upon the most recent consolidated financial statements of the Company available as of the date of receipt of the Option Notice, contain the reasons and method for the determination of the Option Price, and take into consideration, inter alia all variables and facts as provided by the IFRS, and whatever factors the Expert shall deem relevant in its professional judgment.

(c) The Experts designated by the Parties shall submit their determination of the Fair Market Value to JCD and FMI within twenty (20) business days after the date of the designation of the Expert by JCD. If the Experts provide different valuations of the Fair Market Value, FMI and JCD shall endeavor to agree in writing upon a valuation between the two valuations within ten (10) business days from the date of delivery of the last of the Experts valuation. In the event no such agreed-upon valuation is approved in writing by FMI and JCD within such ten (10) business day time period, then:

(i) if the lower valuation is less than ninety (90%) percent of the higher valuation, the two Experts shall, within five (5) business days after the foregoing ten (10) business day period, select jointly a neutral appraiser (who shall meet the qualifications of an Expert as set forth above ("**Neutral Appraiser**") to determine the Fair Market Value in accordance with the provisions of this Schedule, and such determination of Fair Market Value by the Neutral Appraiser shall (A) occur within ten (10) business days of selection, and (B) be final and binding on FMI and JCD, or

(ii) if the lower valuation is equal to or greater than ninety (90%) percent of the higher valuation, the Fair Market Value shall be the average of the two valuations by the Experts, which determination shall be final and binding on FMI and JCD.

Notwithstanding anything herein to the contrary, in no event shall FMI and JCD accept any valuation from the Neutral Appraiser's determination of the Fair Market Value which is either (x) greater than the higher determination of Fair Market Value by the Experts, or (y) less than the lower determination of Fair Market Value by the Experts.

(d) The decision of the Expert and/or Neutral Appraiser shall be made in US dollars, be based upon the most recent consolidated financial statements of the Company available as of the date of receipt of the Option Notice, contain the reasons and method for the determination of the

✓ EB

Option Price, and take into consideration, inter alia all variables and facts as provided by the IFRS, and whatever factors the Expert and/or Neutral Appraiser shall deem relevant in its professional judgment.

(e) The Expert and/or Neutral Appraiser shall give each of the Parties a reasonable opportunity to make written and oral representations; require that each Party supply each other with a copy of any written representations at the same time as they are made to the Expert and/or Neutral Appraiser; and permit each of Party to be present while oral submissions are being made by any other party.

(f) Both Parties shall co-operate with the Expert and/or Neutral Appraiser and comply with its reasonable requests made in connection with the carrying out of his duties. Each Party shall, and shall procure that its advisers shall, instruct the Expert and/or Neutral Appraiser, to keep all information and documents provided to them pursuant to this paragraph strictly confidential, provided however that this paragraph shall not prevent disclosure (i) to any of their respective agents, contractors or employees in connection with the performance by them of their obligations and agreements hereunder or (ii) to any professional adviser appointed by them to advise on such performance or (iii) if required by law or relevant regulations.

(g) The Expert and/or Neutral Appraiser shall be deemed to act as an expert and not as an arbitrator and its decision shall be conclusive and binding upon the Parties and may not be disputed by them in any forum in absence of fraud or manifest error.

(h) The fees of the Expert and/or Neutral Appraiser shall be borne equally by the Parties.

EB

SCHEDULE 19

JCDecaux Code of Ethics

✓ EB

EB

APPENDIX IX

A Joint Venture between

FMI JCDecaux

MIC Proposal
FMIDecaux Co., Ltd

FMIDecaux Company Limited
Annexure for Investment Period

Construction Period						
Sr.	**Items**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
1	Bus Shelters	120	130	-	175	75
2	City Information Panel	120	130	-	175	75
3	Yangon Maps	-	50	-	-	-
4	Kiosk or Information Columns	-	60	-	-	-
5	Drinking Fountains	-	20	-	-	-
6	Litter Bins	-	500	-	-	-
7	Battery Recycling Containers	-	20	-	-	-
8	Showcase	-	1	-	-	-

Bus Shelter Fabrication					
Phase	**Design Foster**	**M1**	**M2**	**M3**	**M4**
1	R&D	■			
2a	First unit of production		■		
2b	First batch's manufacturing			■	
3	First batch's transportation				■
4	First batch's delivery				■

Phase	**Design Foster**	**M1**	**M2**	**M3**	**M4**	**M5**	**M6**	**M7**	**M8**	**M9**
1	R&D	■	■	■						
2a	First unit of production				■	■	■			
2b	First batch's manufacturing							■		
3	First batch's transportation								■	■
4	First batch's delivery								■	■

CIP Fabrication					
Phase	**Design Foster**	**M1**	**M2**	**M3**	**M4**
1	First unit of production		■		
2	First batch's manufacturing			■	
3	First batch's transportation				■
4	First batch's delivery				■

Construction Materials

List of Estimated Construction Materials (Local)

Electrical cable

Installation Labor costs

Total value of investment over 20 years: US$ 3.396M

List of Estimated Construction Materials (Foreign)

50 Bus shelters Foster model

450 Bus shelters Mingalaba model

10 CIP with battery recycling container design

490 CIP Mingalaba model

500 LED real time information board

Total value of investment over 20 years: US $8.845M

APPENDIX XI

A Joint Venture between

FMI JCDecaux

MIC Proposal
FMIDecaux Co., Ltd

List of Machinery and Equipment to be acquired locally

Computers

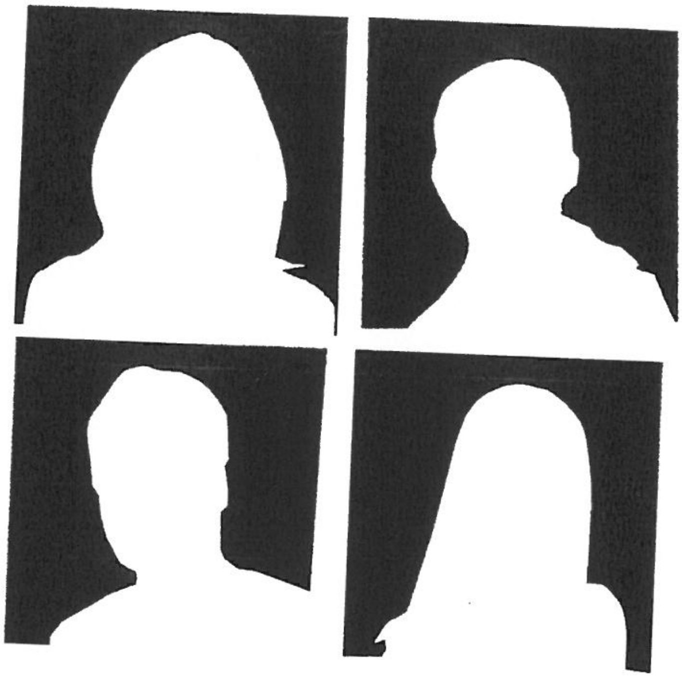
Cars (lease)

Street furniture items cleaning and maintenance tools

Estimated total investment for the next 20 years : US$ 375,000

List of Machinery and Equipment to be imported

None



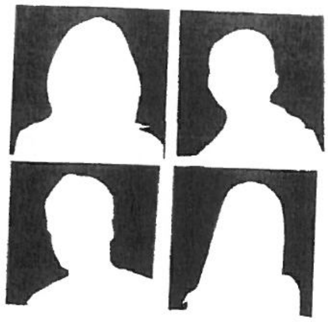
Code of Ethics

2014 Edition

JCDecaux

showcasing the world

EB



Dear Sir/Madam, Dear Employees,

The JCDecaux Group must work in a responsible and sustainable manner in all the markets where it is present. This is a commitment to its employees, customers and suppliers, local and regional authorities, and competitors. Our reputation and the trust of our partners (including our investors, customers and suppliers) depend on it.

This first version of this Code, which was published in 2001, was updated in 2005 and again in 2009.

The 2014 edition:

- confirms the commitment of the General Management and of the entire Group to prevent all forms of corruption;
- takes account of changes in national laws and, in particular, the implementation of the UK Bribery Act; and
- makes the principles set forth in this Code more practical.

This Code of Ethics is supplemented by a control procedure in relation to the agents and intermediaries which the Group may use, especially when starting to operate in new countries.

In addition to these revisions, the Group will implement mandatory training on the Fundamental Rules, in particular on the fight against corruption which is a key commitment of the Executive Board, no breach of which may be tolerated.

We know that you strongly support the principles of quality and integrity which are at the core of our company's values. The Executive Board confirms that these values are, and shall continue to be, guiding principles for the Group and we rely on you to remain vigilant and ensure that we maintain the Group's positive history and reputation.

To that end, please carefully read and comply with the 2014 edition of the Code of Ethics.

Together, we will continue to progress and succeed by maintaining a socially responsible attitude in all the countries in which we are and will be present.

The Executive Board

Jean-François Decaux

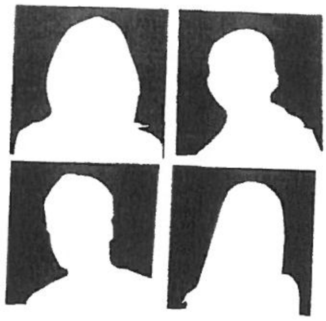
Jean-Charles Decaux

Jean-Sébastien Decaux

Laurence Debroux

EB

EB



Introduction

In a legally, operationally, commercially, and socially complex international environment, the JCDecaux Group undertakes to, and requests every employee to, respect a professional ethic, the principles of which are set forth in the Code of Ethics, as well as in the International Code of Fundamental Social Values.

The principles described in these Codes are not limited to highlighting the need to comply with the law, which differs in each of the countries in which the Group is and present; rather they aim to promote personal reflection and a sense of responsibility in all our employees.
The Executive Board has expressed our strong commitment to ethical behaviour, under all circumstances, in the relations between parties involved in the activities of the JCDecaux Group, including:

- every company of the Group and their employees; and
- the companies and persons with whom we have professional relationships, especially:
    - public officials and representatives of local and regional authorities;
    - customers, both advertiser and procurement centres; and
    - suppliers and external service-providers.

The Code of Ethics is both a tool for sending the ethical message of the Executive Board and a decision-making tool in certain situations.

Therefore, good knowledge and acceptance of the Code is essential for compliance with the Group's ethical principles. Accordingly, in addition to its internal distribution, the Executive Board has asked the Group's Legal Department to ensure that the principles of the Code, especially with respect to the fight against corruption, are properly understood and can be implemented within the entire Group.

To this end, an e-learning training programme will be introduced in the next months; we shall do our best to make it as efficient as practical as possible in order to be able to provide answers to questions which are relevant to the activities we undertake.

This training must be completed once a year by any person who is likely to be faced with potential situations of corruption; participants in the training programme shall be tested on their knowledge of the programme's messages in order to ensure that the rules defined in the Code are well understood.

Should you have the smallest doubt concerning the interpretation of any of the principles stated in the Code of Ethics, or their application, please contact your local Legal Department, your regional Legal Department or, in the absence thereof, the Group's Legal Department.

Cordially yours,

Group General Counsel
Patrick Gourdeau

✓ EB

Summary

EB





EB

PART I - THE CODE OF ETHICS

1. Purpose of the Code of Ethics and its enforcement perimeter

The purpose of the Code of Ethics (the «Code») is to define the rules to be observed under all circumstances by every company and employee of the JCDecaux Group, both on an individual basis and with respect to persons and companies with whom they have professional relationships. It also defines the reporting procedures in the event of non-compliance with these rules.

For the purposes of this Code, the JCDecaux Group includes JCDecaux SA, its direct & indirect subsidiaries and all the companies in which JCDecaux SA directly or indirectly has a minority interest but are under its exclusive or joint management control ("JCDecaux Group" or "the Group").

2. Distribution of the Code

2.1 The Code must be:

- distributed to each employee when he/she is hired and be a component of his/her work contract,
- accessible via the Group's Intranet or upon request from the Human Resources Department of each company in the Group,
- systematically appended to each contract with outside Agents and Intermediaries, as stated in a separate procedure regarding appointment and management of such persons.

The executives and managers of JCDecaux SA and its affiliates have the obligation to apply the Code of Ethics on a consistent basis, and to distribute it to their employees. An individual may not be promoted to a management position until his/her capacity to understand and implement the ethical rules of the JCDecaux Group which he/she will be required to observe and enforce. has been evaluated.

2.2 The General Managers of each entity of the JCDecaux Group shall be required to annually report about compliance with the Code distribution requirements.

2.3 The JCDecaux Group's Legal Department and the Internal Audit Department ensure compliance with these distribution requirements.

3. Reporting procedures

If you are aware of a situation in which the principles of the Code are not being complied with, the following reporting procedures will allow such non-compliance to be addressed by taking into account all appropriate legal and statutory specificities as well as existing practices in reliance on your individual judgment and common sense.

3.1. Non-compliance with Ethical Behaviour Principles

If the incident stems from a situation in which the Group's Ethical Behaviour Principles are not complied with, the director or immediate superior of the employee in question is informed.

If the reporting person has reasons to believe that reporting to his/her director may present difficulties or may not be followed by appropriate action, the reporting may be made to the country General Management or to the area General Management.

It is the informed person's responsibility to define the appropriate investigation and correction measures to be put in place.

In all cases, the JCDecaux Group is committed to examining and rectifying any ethical lapse – which, in good faith and in all honesty, is brought to its attention – and to finding a solution which aims to correct such a lapse, if the incident is proven.

3.2. Non-compliance with the Fundamental Ethical Rules

Any potential breach of the Fundamental Ethical Rules (e.g., corruption, competition law, financial and accounting), may be brought to the attention of the Group's Ethics Committee (as an ethical alert).

The membership and internal rules of the Group's Ethics Committee are described in Part IV.

EB

The Fundamental Ethical Rules are those a breach of which may have a major impact on the Group's current and/or future activity. The treatment of alleged violations to those Rules, the investigations and recommendations in relation thereto, are of the competence of the Group's Ethics Committee, an instrument of JCDecaux SA. The rules for reporting ethical issues to this Committee and its working rules are described in Part IV.

The Fundamental Ethical Rules are:

- Prohibition of corruption,
- Compliance with the rules of free competition, and
- Compliance with financial and accounting regulations.

EB

The rules

1. Prohibition of corruption

1. All forms of corruption are strictly prohibited

A company which is engaged in corrupt practices, or which fails to prevent corruption on its behalf by certain third parties:

- destroys its own reputation;
- risks severe financial sanctions that may include bans from participating in tender offers or contracts issued by local authorities; and
- may give rise to severe criminal sanctions against its employees (on an individual basis), including prison sentences.

■ What is corruption?

"Corruption" is generally defined as, directly or indirectly, providing a public official or an officer or employee of a private company, with or without solicitation, any type of undue advantage for himself or for anyone else, including promising to give or simply offering such advantage, so that the public official or employee accomplishes, delays accomplishing or refrains from accomplishing an act in the exercise of his/her functions.

It includes advantages given directly or indirectly through a third party, for example to a relative or associate of the official or employee, or to some other person designated by him/her.

2. Our commitments

The JCDecaux Group explicitly prohibits all forms of corruption.

Complying with this undertaking is a fundamental commitment of the JCDecaux Group. Such a commitment is necessary in order to:

- help raise moral standards in business relations; and
- protect our short and long term interests in all countries of the world in which we are or may be present.

Our Group is committed to being a model in this respect.

3. Invitations and gifts

Invitations and gifts are only authorised strictly in accordance with the laws applicable to public officials in their own countries and with the code of conduct applicable inside their own administration. In any case, invitations and gifts are strictly forbidden in periods of tender invitations.

Facilitation payments are not admitted by the Group.

4. Use of agents, consultants and intermediaries

The use of agents, consultants and intermediaries must be strictly controlled and correspond to real and justified services. The remuneration of such persons gives rise to a risk of indirect corruption, which may occur without the knowledge of the company. All employees of the Group must be professional and vigilant in this respect.

5. Financing of political parties

The Group's general policy is to refrain from financing political parties or politicians. Any exception to this general policy must be authorised by the Group's General Management. The authorised contributions must be made pursuant to the applicable national law. In particular, if any such contributions are permitted by law and authorized by the Group General Management, all declarations and registrations required by law must be made. Obviously, the Group respects its employees' right to be personally involved in politics but this participation must remain personal.

✗ EB

Please refer to the practical Guide below →

Practical guide:
High-risk situation / behaviour to be adopted

1. Prohibition of corruption

1. Who is a public official?

The "public official" concept is extensively defined and generally applies to any civil servant, official or employee of a country, a state, a public or international agency or enterprise, a territorial community, a city, any elected representative, person exercising a judicial position, or person benefiting from the delegation of services from any of such organizations.

2. A strict, severe and international legal framework

Each of the countries in which we are present has a law against the corruption of their public officials and also against the corruption of private persons.

In the international arena, forty countries have adopted the Organisation for Economic Co-operation and Development (OECD) Convention of 17 September 1997 against the corruption of foreign public officials, and adapted their domestic law to punish the acts proscribed therein.

The 1999 EU Criminal Law Convention against Corruption, the Inter-American Convention against corruption of 1996 and the United Nations Convention of 2003 have made the fight against corruption of public and private officials an international objective of the highest priority. Such conventions have been incorporated into the domestic criminal law of a large number of countries.

As a consequence, national regulations progressively and vigorously extend the scope of the prohibition to foreign public officials.

Among such national regulations that have extended their scope to international corruption, are:

- in France, the law of 30 June 2000 that was modified by the law of 13 November 2007 adding the offence of corruption of foreign public officials to that of French public officials.

- in the USA, the Foreign Corrupt Practices Act (FCPA) of 1977, extended in 1998, criminally punishes the corruption of foreign public officials.

The United States has implemented, within the framework of the FCPA, a very vigorous policy of fighting against international corruption. This law concerns American citizens and residents as well as non-residents if one or more of the instances of corruption has a nexus to the USA. This idea of a nexus to the USA is interpreted broadly.

Since 2002 to date, 71 persons and 88 companies have been held liable, civilly and criminally, for foreign corruption practices based on the FCPA.

- In the United Kingdom, the 2010 Bribery Act became effective in July 2011. This law, inspired by the American FCPA, applies even more extensively and requires that companies take some positive measures to prevent and fight against corruption. Since January 2012, the Serious Fraud Office (SFO) has taken legal actions in 11 cases of international corruption and investigated 18 other cases (source: OECD).

British and French anti-corruption laws do not contain any exceptions for small facilitation payments or "grease" payments sometimes used to accelerate administrative procedures, such as the clearing of goods through customs.

3.Complying with the principle to fight against corruption

Apply the most strict principles of integrity and honesty in your relations with all territorial administrations and governments. What may be acceptable conduct in the business world may be unacceptable, or even give rise to criminal sanctions, in relations with public officials.

The boundaries between tolerated standard practices are sometimes uncertain and may vary according to country and time. Part 2 below should be used as a guide in such situations.

EB



4. Boundaries between tolerated standard practices and corruption

Anti-corruption laws never make explicit reference to «representation and promotion fees», so some uncertainties exist regarding their permissibility and limits.

An attempt was made to define this boundary by the Guidance to Commercial Organisations (GCO) published in 2011 by the British Ministry of Justice. However, they are provided for informational use only and each person must make inquiry into the:

- reasonability,
- proportionality; and the
- grounds

for the expenditure.

According to the GCOs, expenses for representation and promotion may clearly be considered as acts of corruption if they are made with an intent to influence a person with decision-making powers.

Still according to the GCOs, some representation and promotion expenses made in order to create and maintain cordial relations, improve the company's image and promote its products may be proper; however, the permissible extent to which such expenses may be incurred is uncertain and should therefore be made cautiously.

Thus, the GCOs cite some practical examples:

- Paying the travel and lodging expenses of foreign public officials to New York so they can meet with the senior executives of a European company is a very high-risk act, even if it may be justified that this would be the most practical solution for all the parties involved in view of their respective schedules.

- If the invitation is made in the company's country of residence, the reasonable and proportionate character is linked to the level of expenses, which must correspond to the normal professional living standard of the person invited, and the motivation for the invitation must be operationally related (e.g., visiting the company's sites and promoting products; but note that the duration must not extend beyond these operational needs).

- Paying the travel and lodging expenses of public officials so they can attend cultural or sporting events may be considered as a high-risk act if the company does not have any business interest in the event (such business interest might be under different forms, depending on local regulations and practices; it may be, for example, sponsorship, being an official supplier or partner of an event) and if the cost of this invitation exceeds what the invitee would have accepted to personally spend to attend the event.

> We must always consider carefully whether the act in question may influence the public official, or may induce them to perform improperly, or refrain from performing, an activity or function relevant to his/her capacity, or to reward them for doing so.

These considerations are central to the definition of corruption.

If you are confronted with a request to obtain an undue advantage from an official representing a public entity, immediately inform your supervising manager who will be responsible for refusing such a request.

The JCDecaux Group would rather forgo participating in an invitation to tender or a contract than to be forced to satisfy the demands of any public official requiring it to procure an advantage of any kind whatsoever.

5. Gifts and invitations

■ Gifts must be distinguished from promotional items:

- Promotional items are defined as objects of little value (up to 100 or any lower amount that may be determined locally), indelibly marked with the name of the JCDecaux Group.

- Gifts are only authorised within the same amount limits and must correspond to individual and punctual events (e.g., weddings, births, etc.); they must be given only on an exceptional basis.

- Gifts in the form of cash, or cash equivalent, are strictly forbidden, no matter the amount or motivation.

■ Invitations must never be issued confidentially.
At the company level, invitations must be authorised by the General Management of the Company of the Group concerned, the nature and motivations for the invitation must be duly preserved, with the identities of the invitees clearly indicated.

No limits are defined by the law. The notions of «reasonability, proportionality and motivations» must be strictly interpreted.

Thus, reasonable invitations for an appropriate purpose are generally allowed, but they may become unreasonable and punishable as an act of corruption if they are multiplied for certain public officials.

> Some national laws, such as U.S. law, formally forbid such invitations and gifts to public agents, whatever the amount. It is then such more restrictive national law that must apply. Therefore, before any invitation, it is necessary to check the national law applicable to invited officials.

6. Use of agents, consultants and intermediaries

Note that intentional ignorance of what an agent, consultant or intermediary is doing or can do (head-in-the-sand policy) is not recognised as defence in the case of an act of corruption by the agent.

It is our duty to take adequate preventive measures to avoid such situations.

Refer to the Group procedure regarding the engagement and management of agents, consultants and intermediaries (Advisers) to avoid any indirect corruption of public officials. This procedure takes account of the level of perception of the risk of corruption internationally identified by Transparency International by country.

7. Financing political parties / Charitable activities

7.1 The financing of political parties or associations / foundations linked to political parties is subject to laws which vary significantly from one country to another. Even where legally permissible, these contributions may be misused or interpreted as a dubious practice.

7.2 Contributions to charitable activities and voluntary actions are authorised if they are actually in the interest of the general public and contribute to genuine public involvement.

These contributions must be approved beforehand, in writing, by the manager of the Group company concerned and be duly accounted for.

> If you have the slightest doubt regarding any behaviour, quickly contact your local Legal Department, your regional Legal Department of the Group's Legal Department, which will advise you and examine the legal limits of your action.

EB

The rules

2. Compliance with the rules of free competition

The JCDecaux Group attaches particular importance to compliance with the rules of competition.

1. Compliance with regulations

You must be familiar with the applicable competition rules in regards to your relations with competitors, regardless of the geographic location of the advertising market in which you are active, and comply with such regulations.

Almost all the countries in which The Group is present operate competition rules with the following common contents:

- prohibition of all written or unwritten agreements between companies aimed at, or resulting in, restricting competition;
- prohibition of abuse of a dominant position.

In Europe, these rules are defined in Articles 101 and 102 of the European Union Treaty and have been integrated into the national laws of all the European Union members.

2. Prohibited practices

There are two basic types of anti-competitive behaviours: illegal agreements and abuse of a dominant position. The prohibited behaviour in question not only catches conduct which impacts upon competitors, but also towards suppliers and customers if these agreements impede free competition.

2.1 Illegal agreements and information exchanges

Any written or verbal, direct or indirect agreement between market operators, the purpose or effect of which is to create competition conditions that do not correspond to normal market conditions, is prohibited.

It is also prohibited to exchange confidential information among competitors which impedes free competition, even though it does not constitute an illegal agreement in itself.

Please refer to the practical Guide below.

2.2 Misuse of a dominant position.

A company may occupy a dominant position in a market and even increase its dominant position by acquiring some market shares, especially by winning calls for tender. This is not illegal.

What is forbidden is to misuse this dominant market position to impede free competition in said market.

3. Sanctions

Breach of applicable competition law may incur penalties:

■ Financial penalties:

In Europe these penalties may be up to 10% of worldwide turnover. The European law is complimentary to the law applicable in the countries in which the Group is operational, and breaches of national competition laws may result in sanctions in multiple countries in which they apply. These sanctions may include a complete ban on access to government contracts.

■ Criminal sanctions:

In some countries, individuals involved in serious breaches of competition law are subject to personal fines or imprisonment.

Moreover, breaching the competition law:

- May give rise to administrative and judicial investigations which may generate substantial legal costs and require significant company resources to defend,
- Negatively impacts the company's image,
- May lead to damage claims by third parties claiming losses as a result of these practices.

Therefore, do not hesitate to ask your local Legal Department, your regional Legal Department or the Group's Legal Department to inform you of the relevant and applicable laws.

✓ EB

Please refer to the practical Guide below →

Practical guide:

High-risk situation / behaviour to be adopted

2. Compliance with the rules of free competition

1. Relations with competitors

EB



Practical guide :

High-risk situations / behaviour to be adopted

2. Competitive relationships with suppliers

In their relations with suppliers, employees of the JCDecaux Group must ensure that a supplier does not become economically dependent on the Group, and employees must refrain from any action that would deprive a competitor of a source of supply, if this source is essential to access the market.

When a supplier manufactures products that are available to competitors from other sources, it is permissible to ask this supplier for exclusive rights, provided they are:

- limited in terms of duration and in a reasonably justified geographic area; and
- duly justified by some compensation/commitment granted to the supplier.

Help create a competitive environment for suppliers. This competitive environment shall include:

- conducting periodic reviews of suppliers and external service-providers using invitations to tender at regular intervals, typically of not more than three years;
- issuing tender invitations to, whenever possible, a minimum of three suppliers on the basis of tender specifications; and
- keeping clear, comparative documents stating the reasons for the choice of supplier made.

Evaluate proposals based on specific objective criteria, such as price, quality of products or services, responsiveness, service, acceptance of JCDecaux Ethical Rules and any other pertinent criterion.

Inform your supervising manager of any personal, financial or other direct or indirect interest you may have in any supplier that, given your position in the company, may interfere with The Group's relations with this supplier.

Adopt only acceptable attitudes towards our suppliers with regard to the relevant competition laws; in particular you should ensure that you do not create a situation of dependency of the supplier on the Group and vice-versa. The Group must be particularly vigilant when its business represents more than 30% of the supplier's turnover.

> If you have the slightest doubt regarding any behaviour, quickly contact your local Legal Department, your regional Legal Department of the Group's Legal Department, which will advise you and examine the legal limits of your action.

EB

The rules

3. Compliance with regulations applicable to financial and accounting

The JCDecaux Group is committed to:

- Provide a reliable and honest financial and accounting information and, for this purpose, setting up strict and effective internal monitoring processes
- respect all the laws and regulations applicable in the field of communication and protection of confidential information, including an equal treatment for its shareholders.

Within the above framework:

1. Each of the employees of the Group involved in the preparation of financial and accounting reports must ensure that the information contained in such documents are always correct and fully in keeping with the accounting principles and other applicable accounting standards and rules. It is fundamental that the Group's financial and accounting documents be devoid of substantial errors.

2. The Management of each of the Group's entities is responsible for compliance with the applicable accounting and financial regulations applicable in the country of operation.

Such management must also oversee internal controls and compliance with the Internal Control Manual. This includes ensuring that all accounting and financial operations are correctly recorded in the Group's books and accounts.

3. Beyond necessary compliance with the rules defined by the financial market monitoring authorities, each employee of the JCDecaux Group must be aware of the fact that due to his/her position or relations with other persons in the Group, he/she may be in possession of confidential information, the use or disclosure of which may, apart from the applicable criminal sanctions, influence the valuation of the Group on the financial markets, or give certain individuals an advantage over the shareholders as a whole.

Therefore, all information known to employees due to their activity within the Group, and not known by the general public, must be kept strictly confidential and not disclosed.

4. Insider trading - Purchase or sale of JCDecaux SA shares by a person in possession of information not yet available to the general public and which may influence stock prices, or communicating this information to third parties so they can perform these operations - is forbidden.

Use of inside information may expose a person to criminal sanctions.

EB

Please refer to the practical Guide below →

Practical guide:

High-risk situation / behaviour to be adopted

3- Compliance with regulations applicable to financial and accounting

1- Generating information

If you participate in the generation of the Group's financial and accounting information, you should verify that the information contained in those documents is always accurate and presented in a comprehensive and exhaustive manner. If you detect errors and you are unable to clear accounts, contact your management so the accounts in question can be corrected.

2- Confidential information

If in the exercise of your functions, you should obtain information about the prospects or situation of the Group or of any of the companies of the JCDecaux Group regarding litigation, contracts signed or under discussion, acquisition projects or transfer of activities, joint venture projects, obstacles encountered and, in general, information which may influence the present or future valuation of the shares of JCDecaux SA on the stock market, and if said information has not been made public by the Group, it is fundamental that:

- you refrain from disclosing this information to third parties;
- you refrain from engaging directly or indirectly through an intermediary in any transaction involving shares of JCDecaux SA, including through the exercise of options, until the information you have obtained is made public; and
- you limit the communication of confidential information only to the persons who require such information. You should be cautious with e-mail chains and conversations in public areas such as trains, airplanes, restaurants, and the like.

In France, using or communicating sensitive financial information is punishable by up to two years imprisonment and a maximum fine of ten times the illegal profit. In other jurisdictions, these acts may also be subject to sanctions under local laws and regulations.

Such confidential information may only be made public by the Executive Board of JCDecaux SA, or under its direct control.

> If you have the slightest doubt regarding any behaviour, quickly contact your local Legal Department, your regional Legal Department or the Group's Legal Department, which will advise you and examine the legal limits of your action.

EB

The Ethical Behaviour Principles of the JCDecaux Group must be implemented within each subsidiary and company controlled by the Group, by the local management, pursuant to applicable national regulations. However, breaches of these principles will not be handled by the Group's Ethics Committee but by the local/regional management.

The rules

1. Business relations with Authorities

1. Complying with regulations

Familiarise yourself with all laws, regulations, and practices of the relevant country, state and/or territories which are applicable to the transaction that you will undertake with such Authorities. Compliance with these laws, regulations and practices is obligatory.

Dealings with Authorities are strictly regulated, whether during the tender process, contract negotiations, contract execution, or invoicing for services provided.

2. Complying with the principle of fairness

Winning new contracts and agreements with local Authorities is an essential objective for the development of the JCDecaux Group. This objective must not be achieved by using means that are deemed to be unfair in the countries / states /territories in which you operate. In particular, any conflict of interest between the company, its employees, or its suppliers with respect to a specific contract and the local Authorities is strictly prohibited.

Fair competition is a fundamental requirement for the successful execution of all contracts, including government contracts.

Accordingly, in the country / state / territory in which you operate, any behaviour that has the potential to violate specific rules regarding government contracts is prohibited.

X EB

Consultez le Guide pratique ci-après →

Practical guide:

High-risk situation / behaviour to be adopted

1. Business relations with Authorities

EB

The rules

2. Business relations with Customers

The main customers of the JCDecaux Group are advertisers, advertising agencies, media specialists and central purchasing organizations to which we market our advertising spaces.

In compliance with the rules of our business ethics employees must only use lawful means in their relations with customers, irrespective of the economic stakes and the market strength of our competitors. The purpose of these rules is to ensure the durability of the relations we have with our existing customers, secure new customers, and maintain the Group's reputation for excellence and integrity in the marketplace.

1. Compliance with regulations

Whether a commercial transaction with a customer is national or international, you must be familiar, and scrupulously comply, with all laws and regulations that apply in the specific jurisdiction.

2. Compliance with the principles of integrity

Any behaviour that might compromise the Group's reputation with its customers is prohibited. In particular, employees of the Group must not directly or indirectly offer any customer representatives a benefit that would affect the decision of the representative towards the JCDecaux Group, by creating a relationship of obligation.

3. Procedures for monitoring advertising campaigns

In advertising campaigns posted on our networks, the JCDecaux Group must comply with the applicable laws and regulations and avoid offending standards of morality and decency.

The Group must introduce a procedure for monitoring the displays content. Therefore, the Group, in countries it is present, should create an Advert Monitoring Committee or some other compliance mechanism that guarantees the independence of decisions concerning the criteria for morality and decency.

Creations and visual displays concerning certain specific themes (alcohol, nudity-underwear, violence, indirect pornography, ecological virtues of products, tobacco, etc.) must be assessed in the context of the relevant contract or concession agreement, applicable regulations, moral standards, decency, and the public image of the Group.

The Advert Monitoring Committee shall be responsible for making a final and independent decision concerning such campaigns.

4. Barters

Selling advertising space in return for services (such as travels) or supplies (e.g. IT equipment) must be considered an exceptional practice and carried out only under the strictest conditions of transparency (justifying the practice and prices and complying with the accounting and tax rules on invoicing, including the accounting registration of the corresponding expense and income).

5. Origin of funds

Money laundering, which consists of hiding or reconverting funds from illegal activities through apparently legal sources, is an offence subject to criminal sanctions.

To mitigate against this risk, the Group chooses to partner only with businesses with proven reputation. If the Group elects to partner with a new partner, the Group must take appropriate measures to verify the reputation of such partner.

EB

Consultez le Guide pratique ci-après. →

Practical guide,

High-risk situation / behaviour to be adopted

2. Business relations with Customers

1. Compliance with regulations

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

2. [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

- [illegible]
- [illegible]

EB

Invitations to such entertainment activities must be sent to the customer's workplace rather than the customer's domicile.

In certain countries, business gifts and entertainment expenses are an acceptable trade practice. In other countries, business gifts are not an acceptable trade practice. You must therefore ensure that business gifts are authorized by local legislation.

3. Origin of funds

Comply with all applicable legislation prohibiting the laundering of money as well as any applicable legislation requiring the declaration of cash transactions or other suspicious operations. Be vigilant to how payments are made in an effort to detect irregularities, particularly with partners whose business practices may arouse suspicion.

Be vigilant about signs which could reveal the existence of money laundering activity (e.g., unusual transfers of funds from a foreign country without any relationship to the operation concerned; transactions that involve places known to be tax heavens; unusual means or routes of payment).

> If you have the slightest doubt regarding any behaviour, the source of funds or the acceptability of a form of payment, quickly contact your local Legal Department, your regional Legal Department of the Group's Legal Department, which will advise you and examine the legal limits of your action.

EB

The rules

3. Business relations with Suppliers

Compliance with the Group's ethical principles is essential to establishing efficient and long-lasting business relationships with the Group's suppliers; these relationships are necessary to guarantee optimal quality and economic conditions for the Group's products and services.

The Group's ethical principles must also apply to the relationships with owners of land and buildings on which the Group's advertising equipment is installed.

1. Compliance with regulations

Comply with the laws and regulations of the country in which you are operating, that are applicable to the Group's relationships with its suppliers. Also comply with the terms and conditions of the contracts entered into with suppliers.

With respect to relationships with «lessors» or owners of buildings, most countries have various rules at a national and/or local level that apply to advertising facilities located on private land. Consequently, Group employees must familiarise themselves with the rules of each local municipality so as to be aware of the practices, regulations and procedures governing outdoor advertising in the relevant location.

2. Compliance with the principle of integrity

In our relationships with suppliers, behaving in a manner that could damage the reputation of the Group is prohibited. In particular, are prohibited accepting or soliciting offers of concealed remuneration, gifts, invitations, etc., provided directly or indirectly through intermediaries. Such offers might possibly seek to influence your evaluation or judgement.

Remember that private corruption, whether passive or active, is also punishable by criminal sanctions.

3. Compliance by suppliers with the Group's ethical rules

The Group's suppliers and service-providers must undertake to respect principles of integrity. In furtherance of this objective, the Group's contracts with major suppliers and service-providers must include provisions that:

i) ensure compliance with the Group's ethical rules and,

ii) acknowledge that any violation of these rules would result in the contract's termination.

EB

Consultez le Guide pratique ci-après. →

Practical guide

High-risk situation / behaviour to be adopted

EB

The rules

4. Rights and obligations of JCDecaux Group employees

1. Basic Social Values

The JCDecaux Group is committed to ensuring that its employees benefit from a safe, healthy and productive working environment free of any type of discrimination and has defined its commitments defined in the JCDecaux International Charter of Fundamental Social Values.

2. Employees' obligations

2.1 Integrity and loyalty

Each employee at his/her own level contributes to the integrity and reputation of JCDecaux and as a consequence has to respect these values in his/her individual professional behaviour towards inside and outside persons. In particular, the Group has a variety of assets which are essential for its competitiveness and business success. It is the responsibility of each employee to protect the company's assets entrusted to him/her.

2.2 Information confidentiality

All information, such as financial and/or technical data or information concerning products, contracts or know-how, belongs to the Group. Much of this information is confidential and may not be disclosed without the prior consent of the senior management. Employees of the JCDecaux Group are responsible for maintaining the confidentiality of the information to which they have access.

2.3 Respecting the intellectual property rights of third parties

Within the scope of your activities, be careful never to violate any copyrights, trademarks, patents, designs and models belonging to third parties.

Using or making copies of third party computer software without an appropriate license is prohibited.

2.4 Using Information Systems

Each user must take care of the equipment at his/her disposal (e.g., computers, smartphones, printers). He/she must take every possible measure to prevent them from being damaged, stolen or being used in an un-authorised manner by third parties. He/she must protect the information received and stored on these devices, and refrain from modifying the configuration of these systems for non-professional reasons, and from installing software not meant for them.

2.5 Protecting the information asset

The notion of information asset comprises all computerised data, databases, structured or not structured, needed to operate the Group's services. This includes databases of our sites, customer and supplier databases, e-mail exchanges, etc.

Each employee must, in all circumstances, preserve the confidentiality of the data and databases he/she is operating or using in the exercise of his/her functions. In particular, he/she must preserve the confidentiality of user accounts, codes or passwords or of any other access-control system, and must be vigilant regarding the type of data exchanged by e-mail or on the social networks.

✓ EB

Consultez le Guide pratique ci-après. →

EB

The Group's Ethics Committee is in charge of the treatment of alleged violations of any of Fundamental Ethical Rules, i.e.:

- prohibition of corruption,
- compliance with the rules of free competition, and
- compliance with financial and accounting regulations.

1. Referring a matter to the Group's Ethics Committee

The ethical alert to the Group's Ethical Committee is indicated to situations where an employee having knowledge of any breach to the Fundamental Ethical Rules, has reasons to believe that reporting to his/her director or country GM may present difficulties or may not be followed by appropriate action.

Reports to the Ethics Committee:

- enables the Group to progress in its citizenship and ethical procedures, and
- protects the Group's interest in the long run.

The information communicated within the framework of this ethical alert must be objective and sufficiently precise to allow verification of the allegations. The Group's Ethic Committee may not examine faith allegations and/or allegations containing vague statements that do not include sufficiently precise information.

The secretariat of the Group's Ethics Committee is under the responsibility of the Group's General Counsel and Deputy General Counsel. They can be reached by telephone: 33 (0)1 30 79 79 11 (France), or via e-mail: comite.ethique@jcdecaux.fr.

As a principle, the person filing the report must provide his/her identity.

His/her identity will be treated as confidential, and his/her anonymity respected.

However, if the person filing the report wishes not to disclose his/her identity, this person shall provide, in his/her report to the Committee, the reasons for his/her choice. In this case, the Group's Ethics Committee will decide, after careful review of the seriousness of the allegations and of the sufficiently precise nature of the information provided, about the opportunity of investigating the reported facts.

2. Protection of reporting employees

The JCDecaux Group believes that dealing with ethical issues quickly and efficiently is an essential component of its ethical framework. For this reason, and in accordance with French law (dated 13 November 2007), and the law of certain jurisdictions in which we operate, the Group will not exert or tolerate any threat, sanction, change of status, harassment, or retaliation of any kind against employees who report any issues in good faith pursuant to this procedure, even if the facts are nor confirmed or are not investigated.

The use of the above reporting procedure to the Group's Ethics Committee is optional; employees who would have knowledge of facts that could fall within the competence of the Committee, but fail to do so, shall not be subject to disciplinary action.

Conversely, any employee(s) who misuse this procedure may be subject to disciplinary actions and prosecution.

3. Protection of personal data

The whistleblowing system is implemented by JCDecaux SA acting as a data controller. In accordance with the data protection legislation applicable in most countries where the Group is operating, including in the European Union, any individual identified under the whistleblowing procedure, whether because they submitted a report or are incriminated in a report, can exercise their right of access to the data relating to them by sending an email, together with a copy of an identity document to the Secretariat of the Group Ethics Committee at comite.ethique@jcdecaux.fr. The same process should be followed to ask to rectify or erase data that are inaccurate, incomplete, equivocal or expired.

The whistleblowing system has been notified to the French data protection authority, the CNIL (Commission Nationale de l'Informatique et des Libertés).

✓ EB

4. Role of the Group's Ethics Committee

The Group's Ethics Committee:

- Addresses any question relating to the Fundamental Ethical Rules of the JCDecaux Group and makes any recommendations it deems necessary to the Executive Board;
- Examines, in the strictest confidence, any allegations of a situation contrary to the internal Fundamental Ethical Rules which is brought to its attention by an employee in good faith, and makes any recommendations it deems necessary and prepares any response thereto; and
- Proposes any modifications to the Code.

5. Members of the Group's Ethics Committee and their nomination

The Group's Ethics Committee consists of the following three members: the Chairman of the Audit Committee of JCDecaux SA's Supervisory Board, the Chairman of the Remunerations and Nominations Committee of JCDecaux SA's Supervisory Board and the Director of Internal Audit of JCDecaux SA. They remain members of the Committee as long as they hold such positions at JCDecaux SA.

The Group's Ethics Committee is chaired by the Chairman of the Audit Committee.

6. Working of the Group's Ethics Committee

The Group's Ethics Committee will meet at a minimum once a year. It will also meet immediately upon being convened by its Chairman with respect to a reported incident which is contrary to the Fundamental Ethical Rules, and at any other time its Chairman deems it necessary. If needed, meetings may be held by telephone or by video-conference.

The Group's Ethics Committee has comprehensive authority to engage in fact-finding investigations related to any allegation of an incident that is contrary to the Fundamental Ethical Rules; in particular, it may request an internal audit to be carried out; it may travel, it may hear evidence from anyone it considers appropriate, including from persons that are not members of the JCDecaux Group and it may recommend any remedial measures.

The members of the Group's Ethics Committee may not be represented by anyone else.

The Group's Ethics Committee makes its decisions based on majority vote of the members present. Members are considered to be present if they attend meetings by telephone or via video-conference. If voting results in a tie, the Chairman will cast the deciding vote.

7. Reporting to the Executive Board

The Group's Ethics Committee may contact the Executive Board at any time and at its convenience, particularly in order to submit its recommendations for the purpose of remedying a situation that is contrary to the Fundamental Ethical Rules. In any case, the Group's Ethics Committee will submit a report to the Executive Board annually, if it has received any reports in the course of the business year.

EB

JCDecaux

showcasing the world

✗ EB

FIRST MYANMAR INVESTMENT CO., LTD.
AND ITS SUBSIDIARIES

Consolidated Financial Statements
and Other Financial Information

REPORT OF THE DIRECTORS

The directors have the pleasure of submitting their annual report and audited financial statements for the year ended March 31, 2017.

Principal Activities

The Company continued to engage in the business of investment holding during the year.

Results

The state of the company's affairs at March 31, 2017 is set out in the Balance Sheet on page 74. The results for the year are set out in the Statement of Comprehensive Income on page 75.

Directors

The directors who held office during the year and up to the date of this report were:

U Theim Wai @ Serge Pun
U Myat Thin Aung
U Than Aung
Prof. Dr. Yi Yi Myint
U Tun Tun
U Linn Myaing
Prof. Dr. Aung Tun Thet
U Win Thin
U Kyi Aye
U Nyunt Tin
Prof. Dr. Kyaw Yin Hlaing

In accordance with the Company's Articles of Association, U Myat Thin Aung, U Than Aung and U Tun Tun retired and, being eligible, offer themselves for re-election.

Dividends

A final dividend at the rate of 10% of par value, per share, amounting to Ks. 100/- along with one (1) ordinary bonus share for every ten (10) ordinary shares owned has been proposed as per a resolution made at the Board of Directors Meeting of the Company held on 26 June 2017.

Auditors

A resolution will be submitted to the Annual General Meeting of the Company to appoint the auditors Messrs. Myanmar Vigour & Associates Limited ("Deloitte Myanmar") and accept the resignation of Messrs. V Advisory.

On behalf of the Board,

U Tun Tun
Executive Director

FIRST MYANMAR INVESTMENT CO., LTD.
AND ITS SUBSIDIARIES

STATEMENT BY THE DIRECTORS

In the opinion of the Directors,

a) the accompanying balance sheet and income statement of the Company and the consolidated balance sheet, statement of comprehensive income, statement of changes in equity and cash flow statement of the Group together with notes thereto are drawn up so as to give a true and fair view of the state of affairs of the Company and of the Group as at 31 March 2017 and 31 March 2016, of the results of the business of the Company and of the Group, and of the changes in equity and cash flow of the Group for the years then ended, and

b) at the date of this statement, there are reasonable grounds to believe that the Company and its subsidiaries will be able to pay their debts as and when they fall due.

The Board of Directors has, on the date of this statement, authorized these financial statements for issue.

On behalf of the Board of Directors

U Theim Wai @ Serge Pun
Executive Chairman

Date: 26 June 2017

U Tun Tun
Executive Director

Date: 26 June 2017

FIRST MYANMAR INVESTMENT CO., LTD.
AND ITS SUBSIDIARIES

INDEPENDENT AUDITOR'S REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of First Myanmar Investment Co., Ltd.(the "Company) and its subsidiaries (the "Group"), which comprise the balance sheet of the Company and the consolidated balance sheet of the Group as at 31 March 2017 and 31 March 2016, the statement of income of the Company and the statement of comprehensive income of the Group, the consolidated statement of changes in equity and statement of cash flows of the Group for the years then ended and a summary of significant accounting policies and other explanatory notes.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with group accounting policies, Myanmar Financial Reporting Standards and the provisions of the Myanmar Companies Act. This responsibility includes: devising and maintaining a system of internal controls sufficient to provide a reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition; and transactions are properly authorized and that they are recorded as necessary to permit the preparation of true and fair profit and loss accounts and balance sheets and to maintain accountability of assets; selecting and applying appropriate accounting Policies; and making accounting estimates that are reasonable in the circumstances.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial statements based on our audit. We conducted our audit in accordance with Myanmar Standards on Auditing. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance whether the financial statements are free from material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments , the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements of the Group and the balance sheet and statement of income of the Company present fairly, in all material respects, the financial position of the Company and the Group as at 31 March 2017 and 31 March 2016, the results of operations of the Company and the Group and the consolidated statement of changes in equity and of cash flows of the Group for the financial years then ended in accordance with the significant accounting policies set out in Note 2 which conform with Myanmar Financial Reporting Standards.



Myat Noe Aung
Certified Public Accountant
V Advisory Limited
Bldg 14, #306, MICT Park,
University of Yangon - Hlaing Campus,
Yangon, Myanmar.

Date: 28 June 2017
Yangon

FIRST MYANMAR INVESTMENT CO.,LTD
AND ITS SUBSIDIARIES
BALANCE SHEETS
As at 31 March 2017

		Group		Company	
		2017	2016	**2017**	2016
		Kyats'000	Kyats'000	**Kyats'000**	Kyats'000
ASSETS	**Notes**				
Current assets					
Cash and cash equivalents	5	**203,244,224**	187,642,183	**38,535**	148,993
Trade and other receivables	6	**62,852,865**	21,257,883	**28,766,966**	7,187,701
Loans and advances to customers, by the bank subsidiary		**1,076,940,974**	722,546,915	**-**	-
Inventories	7	**660,171**	612,470	**-**	-
Other current assets	8	**39,076,696**	11,148,954	**6,175,361**	3,403,822
		1,382,774,930	943,208,405	**34,980,862**	10,740,516
Non-current assets					
Trade and other receivables	6	**-**	12,100,000	**-**	12,100,000
Available-for-sale financial assets	9	**19,098,995**	5,566,674	**19,098,995**	5,566,674
Investment in associates	10	**64,738,314**	56,847,210	**34,650,884**	33,446,187
Investment in subsidiaries	11	**-**	-	**75,199,489**	60,512,061
Government & other securities, by the bank subsidiary	12	**218,733,429**	239,685,081	**-**	-
Investment properties	13	**21,581,191**	21,904,018	**1,385,947**	1,417,197
Property, plant and equipment	14	**71,464,121**	66,332,939	**7,139**	15,285
Intangible assets	15	**56,458,749**	55,527,285	**-**	-
		452,074,799	457,963,207	**130,342,454**	113,057,404
Total assets		**1,834,849,729**	1,401,171,612	**165,323,316**	123,797,920
LIABILITIES					
Current liabilities					
Trade and other payables	16	**67,215,929**	24,577,486	**32,368,657**	1,540,414
Deposits and balances from customers, by the bank subsidiary		**1,434,249,508**	1,094,803,948	**-**	-
Fund restricted for LIFT-AFP, by the bank subsidiary		**4,623,640**	3,452,402	**-**	-
Provision for income tax		**3,513,793**	1,502,326	**528,613**	-
Borrowings	17	**7,491,000**	-	**-**	-
		1,517,093,870	1,124,336,162	**32,897,270**	1,540,414
Non-current liabilities					
Trade and other payables	16	**15,856**	12,169,855	**15,856**	12,169,855
Borrowings	17	**36,610,625**	14,497,188	**31,755,625**	9,642,188
		36,626,481	26,667,043	**31,771,481**	21,812,043
Total liabilites		**1,553,720,351**	1,151,003,205	**64,668,751**	23,352,457
EQUITY					
Share capital	18	**23,480,013**	23,480,013	**23,480,013**	23,480,013
Share premium	18	**70,282,041**	70,282,041	**70,282,041**	70,282,041
Reserves	20	**19,628,186**	12,832,314	**-**	-
Retained profit		**86,420,185**	80,210,633	**6,892,511**	6,683,409
		199,810,425	186,805,001	**100,654,565**	100,445,463
Non-controlling interests	21	**81,318,953**	63,363,406		
Total equity		**281,129,378**	250,168,407	**100,654,565**	100,445,463
Total liabilities and equity		**1,834,849,729**	1,401,171,612	**165,323,316**	123,797,920

FIRST MYANMAR INVESTMENT CO.,LTD
AND ITS SUBSIDIARIES
STATEMENT OF COMPREHENSIVE INCOME
for the financial year ended 31 March 2017

		Group		Company	
		2017	2016	**2017**	2016
		Kyats'000	Kyats'000	**Kyats'000**	Kyats'000
	Notes				
Revenue	22	**161,349,879**	110,024,282	**3,894,000**	7,521,025
- Cost of sales	23	**(108,846,220)**	(74,931,635)	-	-
Gross profit		**52,503,659**	35,092,647	**3,894,000**	7,521,025
Other income/(expenses)		-	132,838	-	108,448
Expenses					
- Administrative	24	**(45,503,208)**	(35,524,121)	**(1,842,784)**	(1,610,510)
- Finance	25	**(1,827,701)**	(437,926)	**(1,786,068)**	(24,428)
- Listing Expenses		**(449,756)**	(624,949)	**(449,756)**	(624,949)
		(47,780,665)	(36,454,158)	**(4,078,608)**	(2,151,439)
Share of profit of associates - net of tax	10	**7,675,647**	3,961,058	-	-
Profit/(loss) from operating activities		**12,398,641**	2,599,547	**(184,608)**	5,369,586
Profit from non-operating activities	26	**6,016,308**	7,915,887	**4,092,125**	858,552
Total profit/(loss) before income tax		**18,414,949**	10,515,434	**3,907,517**	6,228,138
Income tax expense	27	**(3,514,423)**	(1,599,388)	**(528,613)**	(83,503)
Net profit/(loss)		**14,900,526**	8,916,046	**3,378,904**	6,144,635
Total comprehensive income/(loss)		**14,900,526**	8,916,046	**3,378,904**	6,144,635
Profit/(loss) attributable to:					
Equity holders of the Company		**12,154,203**	9,427,241		
Non-controlling interests		**2,746,323**	(511,195)		
		14,900,526	8,916,046	-	-
Total comprehensive income/(loss) attributable to:					
Equity holders of the Company		**12,154,203**	9,427,241		
Non-controlling interests		**2,746,323**	(511,195)		
		14,900,526	8,916,046	-	-
Earnings per share - overall					
- Basic (kyats per share)	28	**518**	407	**144**	265

FIRST MYANMAR INVESTMENT CO.,LTD
AND ITS SUBSIDIARIES
CONSOLIDATED STATEMENT OF CHANGES IN EQUITY
for the financial year ended 31 March 2017

		Attributable to equity holders of the Company								
		Share capital		Share premium	Reserves	Retained earnings	Total	Non-controlling interest	Total equity
	Note	No. of ordinary shares	Kyats'000	Kyats'000	Kyats'000	Kyats'000	Kyats'000	Kyats'000	Kyats'000
2017									
Beginning of financial year		23,480,013	23,480,013	70,282,041	12,832,314	80,210,633	186,805,001	63,363,406	250,168,407
Adjustment						1,407,550	1,407,550	888,540	2,296,090
Capital reserve added for the year					6,795,872	(4,182,399)	2,613,473	2,510,984	5,124,457
Net profit/(loss)						12,154,203	12,154,203	2,746,323	14,900,526
Dividend paid	19					(3,169,802)	(3,169,802)	-	(3,169,802)
Shares issued	18						-	-	-
Additional capital contribution							-	11,809,700	11,809,700
End of financial year		23,480,013	23,480,013	70,282,041	19,628,186	86,420,185	199,810,425	81,318,953	281,129,378
2016									
Beginning of financial year		22,480,013	22,480,013	71,282,041	5,454,104	76,317,417	175,533,575	49,423,494	224,957,069
Prior year adjustment						(74,738)	(74,738)		(74,738)
Capital reserve added for the year					7,378,210	(3,638,291)	3,739,919	3,598,810	7,338,729
Net profit/(loss)						9,427,241	9,427,241	(511,195)	8,916,046
Dividend paid	19					(2,697,602)	(2,697,602)		(2,697,602)
Shares issued (employee share scheme)	18	1,000,000	1,000,000	(1,000,000)			-		-
Additional capital contribution							-	11,417,000	11,417,000
Disposal of subsidiaries							-	(7,141,020)	(7,141,020)
Decrease in shareholding in a subsidiary						876,606	876,606	1,301,317	2,177,923
Acquisition of a subsidiary						-	-	5,275,000	5,275,000
End of financial year		23,480,013	23,480,013	70,282,041	12,832,314	80,210,633	186,805,001	63,363,406	250,168,407

FIRST MYANMAR INVESTMENT CO.,LTD
AND ITS SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
for the financial year ended 31 March 2017

	2017	2016
Cash flows from operating activities	**Kyats'000**	Kyats'000
Profit after tax	**14,900,526**	8,916,046
Adjustments for:		
Depreciation and amortization expenses	**4,567,351**	3,474,610
Adjustment to reserve for unclaimed deposits & doubtful debts	**5,124,458**	7,338,729
Adjustment for Available-for-sales financial assets	**(44,792)**	(449)
Adjustment for Pun Hlaing International Hospital Ltd	**2,296,090**	-
Adjustment for Fixed Assets	**(202,694)**	-
(Gain) loss on disposal of subsidiaries	-	(4,397,646)
(Gain) Loss on disposal of available-for-sale financial assets	**(5,286,134)**	(899,550)
(Gain) loss on disposal of property, plant and equipment	**(80,083)**	(18,473)
Increase in asset capitalization	**(2,610,759)**	-
Writen-off of property, plant and equipment	**99,603**	9,439
Written off of Investment in associates	**140,840**	-
Income tax expense, net of effects from acquisition of subsidiaries and share of result of associates	**3,514,423**	1,599,388
Interest income	-	(17,025)
Interest expense	**1,814,208**	425,877
Share of result of associates	**(7,675,647)**	(3,961,058)
	16,557,390	12,469,888
Change in working capital, net of effects from acquisition and disposal of subsidiaries:		
Increase in inventories	**(47,701)**	(132,519)
Increase in trade and other receivables	**(20,743,484)**	(31,343,625)
Increase in loans and advances to customers, by the bank subsidiary	**(354,394,062)**	(307,470,903)
Increase in other assets	**(28,328,983)**	(3,757,391)
Increase in trade and other payables	**31,935,604**	17,140,996
Increase in deposits and balances from customers, by the bank subsidiary	**339,445,560**	405,748,974
Increase in AFP foreign currency deposit, by the bank subsidiary	**1,171,238**	3,452,402
Income taxes paid	**(3,145,028)**	(2,971,665)
Cash provided by (used in) operating activities	**(17,549,465)**	93,136,157
Cash flows from investing activities		
Additions to available-for-sales financial assets	**(14,645,500)**	(3,507,733)
Additions to property, plant and equipment	**(8,806,336)**	(9,199,275)
Additions to intangible asset	**(1,421,052)**	(2,796,933)
Proceed from government & other securities by the bank subsidiary	**20,951,653**	(60,706,162)
Proceeds from advance payment for future business acquisition	**401,241**	(401,241)
Proceeds from disposal of subsidiaries	-	11,156,494
Proceeds from disposal of associates (part of investment transfer)	-	401,241
Proceeds from disposal of available-for-sale financial assets	**6,444,106**	1,050,100
Proceeds from disposal of property, plant and equipment	**103,390**	41,802
Quasi-equity loans to associates	**(6,742,685)**	(2,680,275)
Dividend received	**245,650**	7,012,500
Interest received	-	17,025
Cash provided by (used in) investing activities	**(3,469,533)**	(59,612,457)
Cash flows from financing activities		
Dividend paid	**(3,155,794)**	(2,745,661)
Interest paid	**(1,637,304)**	(435,287)
Proceeds from borrowing	**22,113,437**	9,642,188
Proceeds from borrowing by the bank subsidiary (IFC & UOB)	**7,491,000**	
Redemption of preference shares	-	(227,000)
Capital contribution from non-controlling interest for a newly formed subs	-	5,275,000
Decrease in shareholding in a subsidiary	-	2,177,923
Capital addition from non-controlling interests	**11,809,700**	11,417,000
Cash provided by (used in) financing activities	**36,621,039**	25,104,163
Net increase /(decrease) in cash and cash equivalents	**15,602,041**	58,627,863
Cash and cash equivalents at beginning of financial year	**187,642,183**	129,014,320
Cash and cash equivalents at end of financial year	**203,244,224**	187,642,183

APPENDIX VIII B

5

KPMG

JCDecaux Asia (S) Pte Ltd
Registration Number: 197400114W

Annual Report
Year ended 31 December 2016

Directors' statement

We are pleased to submit this annual report to the member of the Company together with the audited financial statements for the financial year ended 31 December 2016.

In our opinion:

(a) the financial statements set out on pages FS1 to FS23 are drawn up so as to give a true and fair view of the financial position of the Company as at 31 December 2016 and the financial performance, changes in equity and cash flows of the Company for the year ended on that date in accordance with the provisions of the Singapore Companies Act, Chapter 50 and Singapore Financial Reporting Standards; and

(b) at the date of this statement, there are reasonable grounds to believe that the Company will be able to pay its debts as and when they fall due.

The Board of Directors has, on the date of this statement, authorised these financial statements for issue.

Directors

The directors in office at the date of this statement are as follows:

Emmanuel Andre Bernard Bastide
Vigier Mouchonnet Juliette Cecile Marie (Appointed on 28 January 2016)

Directors' interests

According to the register kept by the Company for the purposes of Section 164 of the Companies Act, Chapter 50 (the "Act"), particulars of interests of directors who held office at the end of the financial year (including those held by their spouses and infant children) in shares, debentures and share options in the Company and in related corporations are as follows:

Name of director and corporation in which interests are held	Holdings at beginning of the year	Holdings at end of the year
Emmanuel Andre Bernard Bastide		
JCDecaux S.A.		
- options to subscribe for ordinary shares at:		
- EUR 31.69 between 17/02/2017 and 17/02/2021	9,810	9,810
- EUR 31.29 between 16/02/2018 and 16/02/2022	13,095	13,095
- EUR 34.01 between 17/02/2019 and 17/02/2023	–	11,762

Except as disclosed in this statement, no director who held office at the end of the financial year had interests in shares, debentures or share options of the Company, or of related corporations, either at the beginning of the financial year, or date of appointment if later, or at the end of the financial year.

Neither at the end of, nor at any time during the financial year, was the Company a party to any arrangement whose objects are, or one of whose objects is, to enable the directors of the Company to acquire benefits by means of the acquisition of shares in or debentures of the Company or any other body corporate.

Share options

During the financial year, there were:

(i) no options granted by the Company to any person to take up unissued shares in the Company; and

(ii) no shares issued by virtue of any exercise of option to take up unissued shares of the Company.

As at the end of the financial year, there were no unissued shares of the Company under options.

Auditors

The auditors, KPMG LLP, have indicated their willingness to accept re-appointment.

Signed by the Board of Directors

Emmanuel Andre Bernard Bastide
Director

Vigier Mouchonnet Juliette Cecile Marie
Director

8 June 2017

KPMG LLP
16 Raffles Quay #22-00
Hong Leong Building
Singapore 048581

Telephone +65 6213 3388
Fax +65 6225 0984
Internet www.kpmg.com.sg

Independent auditors' report

Member of the Company
JCDecaux Asia (S) Pte Ltd

Report on the audit of the financial statements

Opinion

We have audited the financial statements of JCDecaux Asia (S) Pte Ltd ('the Company'), which comprise the statement of financial position as at 31 December 2016, the statements of profit or loss and other comprehensive income, changes in equity and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies, as set out on pages FS1 to FS23.

In our opinion, the accompanying financial statements are properly drawn up in accordance with the provisions of the Companies Act, Chapter 50 ('the Act') and Financial Reporting Standards in Singapore ('FRSs') so as to give a true and fair view of the financial position of the Company as at 31 December 2016 and of the financial performance, changes in equity and cash flows of the Company for the year ended on that date.

Basis for opinion

We conducted our audit in accordance with Singapore Standards on Auditing ('SSAs'). Our responsibilities under those standards are further described in the '*Auditors' responsibilities for the audit of the financial statements*' section of our report. We are independent of the Company in accordance with the Accounting and Corporate Regulatory Authority *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* ('ACRA Code') together with the ethical requirements that are relevant to our audit of the financial statements in Singapore, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ACRA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other information

Management is responsible for the other information contained in the annual report. Other information is defined as all information in the annual report other than the financial statements and our auditors' report thereon. We have obtained all other information prior to the date of this auditors' report.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

KPMG

Responsibilities of management and directors for the financial statements

Management is responsible for the preparation of financial statements that give a true and fair view in accordance with the provisions of the Act and FRSs, and for devising and maintaining a system of internal accounting controls sufficient to provide a reasonable assurance that assets are safeguarded against loss from unauthorised use or disposition; and transactions are properly authorised and that they are recorded as necessary to permit the preparation of true and fair financial statements and to maintain accountability of assets.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

The directors' responsibilities include overseeing the Company's financial reporting process.

Auditors' responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with SSAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.

- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal controls.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

KPMG

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal controls that we identify during our audit.

Report on other legal and regulatory requirements

In our opinion, the accounting and other records required by the Act to be kept by the Company have been properly kept in accordance with the provisions of the Act.

KPMG LLP
Public Accountants and
Chartered Accountants

Singapore
8 June 2017

Statement of financial position
As at 31 December 2016

	Note	2016 $'000	2015 $'000
Non-current assets			
Plant and equipment	4	309	33
Subsidiaries	5	27,207	20,618
		27,516	20,651
Current assets			
Inventories	6	32	–
Trade and other receivables	7	3,431	3,539
Prepayments		60	72
Cash and cash equivalents		14	15
		3,537	3,626
Total assets		31,053	24,277
Equity			
Share capital	8	17,258	10,876
Capital reserve	9	330	244
Accumulated profits		5,943	6,267
Total equity		23,531	17,387
Non-current liabilities			
Deferred tax liabilities	10	14	14
Current liabilities			
Trade and other payables	11	7,495	6,849
Current tax liabilities		13	27
		7,508	6,876
Total liabilities		7,522	6,890
Total equity and liabilities		31,053	24,277

The accompanying notes form an integral part of these financial statements.

Statement of profit or loss and other comprehensive income
Year ended 31 December 2016

	Note	2016 $'000	2015 $'000
Revenue	12	7,437	7,103
Other income	13	7,943	6,056
Distribution expenses		(2,125)	(2,562)
Administrative expenses		(5,983)	(5,383)
Results from operating activities		7,272	5,214
Finance income		23	10
Finance costs		(122)	(209)
Net finance costs	14	(99)	(199)
Profit before tax		7,173	5,015
Tax expense	15	(15)	(29)
Profit for the year/Total comprehensive income for the year	16	7,158	4,986

The accompanying notes form an integral part of these financial statements.

Statement of changes in equity
Year ended 31 December 2016

	Note	Share capital $'000	Capital reserve $'000	Accumulated profits $'000	Total $'000
At 1 January 2015		5,510	418	6,950	12,878
Total comprehensive income for the year					
Profit for the year		–	–	4,986	4,986
Transactions with owner, recognised directly in equity					
Contributions and distributions to owner					
Issue of ordinary shares	8	5,366	–	–	5,366
Dividends declared and paid	8	–	–	(5,669)	(5,669)
Share-based payment transactions	17	–	(174)	–	(174)
Total transactions with owner		5,366	(174)	(5,669)	(477)
At 31 December 2015		10,876	244	6,267	17,387
At 1 January 2016		10,876	244	6,267	17,387
Total comprehensive income for the year					
Profit for the year		–	–	7,158	7,158
Transactions with owner, recognised directly in equity					
Contributions and distributions to owner					
Issue of ordinary shares	8	6,382	–	–	6,382
Dividends declared and paid	8	–	–	(7,482)	(7,482)
Share-based payment transactions	17	–	86	–	86
Total transactions with owner		6,382	86	(7,482)	(1,014)
At 31 December 2016		17,258	330	5,943	23,531

The accompanying notes form an integral part of these financial statements.

Statement of cash flows
Year ended 31 December 2016

	2016 $'000	2015 $'000
Cash flows from operating activities		
Profit for the year	7,158	4,986
Adjustments for:		
Depreciation of plant and equipment	50	37
Dividend income	(7,482)	(5,669)
Value of employee services received for issue of share options, included in staff costs	86	(174)
Gain on disposal of plant and equipment	(29)	–
Interest income	(22)	(10)
Interest expense	122	107
Tax expense	15	29
	(102)	(694)
Change in inventories	(32)	–
Change in trade and other receivables	154	93
Change in prepayments	12	48
Change in trade and other payables	236	(206)
Cash generated from/(used in) operating activities	268	(759)
Tax paid	(29)	(64)
Net cash from/(used in) operating activities	239	(823)
Cash flows from investing activities		
Proceeds from disposal of plant and equipment	29	–
Acquisition of new shares in subsidiary	(6,589)	(6,031)
Acquisition of plant and equipment	(326)	(6)
Dividend received	7,482	5,669
Interest received	26	21
Loans to a related corporation	(50)	–
Net cash from/(used in) investing activities	572	(347)
Cash flows from financing activities		
Proceeds from issuance of shares	6,382	5,366
Dividends paid	(7,482)	(5,669)
Interest paid	(122)	(107)
Proceeds from loan from a subsidiary	410	1,500
Net cash (used in)/from financing activities	(812)	1,090
Net decrease in cash and cash equivalents	(1)	(80)
Cash and cash equivalents at 1 January	15	95
Cash and cash equivalents at 31 December	14	15

The accompanying notes form an integral part of these financial statements.

The Bank of Tokyo-Mitsubishi UFJ, LTD.
Yangon Branch
2nd Floor, Union Financial Centre,
Corner of Maharbandoola Road and Thein Phyu Road, Bohtataung Township,
Yangon 11121, Republic of the Union of Myanmar
T: +95-1-861-0371
F: +95-1-861-0384/0385
SWIFT CODE: BOTKMMMY

STATEMENT OF ACCOUNT

FMIDECAUX COMPANY LIMITED
LEVEL 10,FMI CENTRE,
BOGYOKE AUNG SAN RD,PABEDAN TSP
MYANMAR

Account Number : 1007149
Account Type : Current Account / Overdraft
Currency : US Dollar
Statement Date : 29 SEP 2017
Page : Page 1 of 1
From Date : 01 SEP 2017
To Date : 30 SEP 2017

Balance Brought Forward : 0.00

BOOKING DATE	REFERENCE	DESCRIPTION	VALUE DATE	DEBIT	CREDIT	CLOSING BALANCE
05 SEP 2017	TT17248ZT7XP	Cash Deposit	05 SEP 2017		30,030.00	30,030.00
05 SEP 2017	FT1724878X6H	Transfer	05 SEP 2017	30.00		30,000.00
06 SEP 2017	FT17249TZK46	Inward Telex Payment	06 SEP 2017		45,000.00	75,000.00

Total Debits : -30.00
Total Credits : 75,030.00

Closing Balance : 75,000.00

IN CASE OF ERROR OR OMISSION IN THIS STATEMENT PLEASE NOTIFY THE BANK WITHIN 7 WORKING DAYS FROM RECEIPT, OTHERWISE THIS ACCOUNT SHALL BE CONSIDERED AS CORRECT.
PLEASE KEEP THIS STATEMENT FOR FUTURE REFERENCE AND INFORM US AT ONCE WHEN YOUR ADDRESS IS CHANGED.
PLEASE QUOTE ABOVE REFERENCE NUMBER IN FULL IN ALL QUERIES OR CORRESPONDENCE IN THIS REGARDS.

THIS IS COMPUTER GENERATED AND DOES NOT REQUIRE A SIGNATURE.

Table of Contents

CONTRACT FOR FABRICATION, INSTALLATION, MAINTENANCE AND OPERATION OF STREET FURNITURE ITEMS AND ADVERTISEMENT ON THESE ITEMS IN THE CITY OF YANGON

THIS CONTRACT for Fabrication, Installation, Maintenance and Operation of Street Furniture Items and advertisement on these Items in the City of Yangon is made in Yangon, the Republic of the Union of Myanmar, on the ----- day of ----------,2017

BETWEEN

Yangon City Development Committee, a government organization, duly constituted under the laws of the Republic of the Union of Myanmar, having its principal office at No. 420/450, Mahabandoola Road, City Hall, Kyauktada Township, Yangon, Myanmar, represented for the purpose of this Contract by U Myint Oo, Head of Department (Road and Bridge), hereinafter referred to as "YCDC", which expression shall be deemed to include its successors and permitted assigns, of the one part

and

FMIDecaux Company Limited, a joint venture between (1) First Myanmar Investment (FMI) and (2) JCDecaux (JCD), duly incorporated in Myanmar under the Certificate of Incorporation (Temporary) and Form of Permit (Temporary) issued on 21[51] July, 2017, as Registration and Permit No. *344FC/2017-2018(YGN)*

hereinafter referred to as "Company" which expression shall be deemed to include its successors, legal representatives and permitted assigns, of the other part.

YCDC and Company may be collectively referred to as the "Parties" or individually as a "Party."

Whereas: YCDC published the Bid, as defined below, in which it invited participants to submit bids for the design, fabrication, installation, maintenance and operation of the Items, as defined below, in the city of Yangon, and for awarding advertisement rights on such Items;

Whereas: YCDC's Tender Committee at its meeting on _______________ declared the Company's bid to be the winner of the Bid, whereupon YCDC and the Company have engaged in negotiations based on the Company's bid;

Whereas: The Company declares, as stated in the tender documents, that it has the knowledge, skills and experience required for the construction, maintenance and operation of the Items and performance of advertisement on such, and that it has all means, tools and skilled manpower, required for the construction of the Items, maintenance and operation thereof and performance of advertisement on such, at a standard as high as reasonably possible, and that it is prepared to take upon itself the construction of the Items, maintenance and operation thereof and performance of advertisement on such, at the times and under the terms contained herein;

Therefore the Parties have agreed, declared and provided as follows:

Chapter One – Introduction

1.1. Preamble, Definitions, Appendices and Titles

1.1.1 The preamble to this Contract constitutes an integral part thereof.

1.1.2 **Definitions**

1.1.2.1 **"Additional Items"** - As set out in **chapter** 1.2.5 and **chapter 2.4** of this Contract;

1.1.2.2 **"Advertisement"** - Commercial advertisements on the Items, subject to and in accordance with the provisions of this Contract;

1.1.2.3 **"Advertisement Panel" or "Information Panel"** A box with lighting with 2 faces for displaying fixed, rotating, digital or any existing or future form of Advertisement and/or information, in accordance with the provisions of this Contract;

1.1.2.4 **"Bench"** - Mingalaba **Bench** designed in accordance with the description set out in **Appendix G** of this Contract.

1.1.2.5 **"Bid"** - Bid no. 1 published by YCDC, including all Appendices hereto;

1.1.2.6 **"Bus Shelters"** - Street furniture providing a shelter to commuters during their waiting time at the bus stop, designed in accordance with the description set out in **Appendix A2** of this Contract to be installed by the Company at the locations itemized in the list **Appendix A1** of the Contract. **Appendix A1** shall be updated from time to time under the provisions of the Contract and/or as proposed by the Company.

1.1.2. 7 **"City"** - City of Yangon;

1.1.2.8. "**City information Panel (CIP)**" Illuminated municipal signs consisting of a box with lighting designed in accordance with the technical description set out in **Appendix B** of this Contract, to be installed at the locations proposed by the Company and mutually agreed by both Parties.

1.1.2. 9 **"City information Posters"** - Posters displaying messages of YCDC and/or anyone on its behalf to be installed on the Items or Supplementary Items in the City, under the provisions of this Contract;

1.1.2.10 **"Column"** - Street furniture designed to present information to users, in accordance with the description set out in **Appendix G** of this Contract and consisting of 3 backlit display faces of 4 m2 each. One of these faces, to be chosen by the Company, shall be reserved for use by YCDC to display municipal information. The remaining two faces shall be exclusively reserved to the Company for commercial advertising.

1.1.2.11 **"Column Kiosk"** - Street furniture providing sheltered room inside the Column for one person, with a counter, designed in accordance with the technical description set out in **Appendix G** of this Contract. Each Column Kiosk shall have 2 (two) backlit display faces of 4 m2 each.

1.1.2.12 "**Commencement Date**" the latest of the dates on which (i) the Company has received from YCDC or from any competent authority, in relation to all Items to be installed in each stage, the written notification of approval of the final model to be provided (options, colour...), (ii) the signature by both Parties of the list of final sites where the Items of such stage shall be installed, and (iii) the granting of all necessary authorisations and consents relating to the installation of the Items and advertising use thereof;

1.1.2.13 "**Contract"** This Contract including all Appendices thereto;

1.1.2.14 **"Contract Guarantee" -** A bank guarantee in the form of **Appendix C** of the Contract;

1.1.2.15 **Contract Term" -** As defined in clause 3.4 below;

1.1.2.16 **"Date of Record" -** Date on which the Company submitted its proposal, i.e., 17 February 2017;

1.1.2.17 **"Drinking Fountain"** - Pole mounted with 2-sided Information Panel with poster display area of 1160 x 1710 mm or 2 m², with additional drinkable water fountain integrated, designed in accordance with the description set out in **Appendix G** of this Contract;

1.1.2.18 **"Engineering Supervisor"** A representative of YCDC, whose identity shall be provided to the Company, for routine supervision of performance of the Company's performance of the Tasks under clause 2.1.1;

1.1.2.19 **"Existing Bus Shelters" -** Existing bus shelters in the Territory on the Date of Record, itemized in the list **Appendix A1** of the Contract, which will be replaced with the new Bus Shelters provided by the Company. **Appendix A1** shall be updated from time to time under the provisions of the Contract and/or as proposed by the Company.

1.1.2. 20 **"Flag Pole"** - Street furniture of public information designed in accordance with the description set out in **Appendix G** of this Contract. Each Flag Pole shall include the following:

- On the upper part, the Flag Pole shall carry a flag provided by YCDC (with YCDC's coat of arms, YCDC logo or other flag personalization for specific events in the City......)
- On the lower part, each Flag Pole shall have an Advertisement Panel with two sides of 2m² each, which shall be exclusively reserved to the Company for commercial advertising;

1.1.2.21 **"History Pole"** Street furniture intended to indicate the presence of an important cultural or historic site, designed in accordance with the description set out in **Appendix G** of this Contract. The text and image indicating the presence of an important cultural or historic site will be provided by YCDC;

1.1.2.22 **"Items"** Bus Shelters and CIPs to be installed by the Company in City under the provisions of the Contract;

1.1.2.23 **"Lamppost"** - A pole including a supplementary lighting component integrated in the pole allowing a lighting of the sidewalk from the back of the pole, and designed to hang a vertical textile banner for information or country flag, in accordance with the description set out in **Appendix G** of this Contract.

1.1.2.24 **"Litter Bin"** - Waste bin designed to collect trash, enabling easy manipulation and removal of waste, in accordance with the description set out in **Appendix G** of this Contract. As YCDC benefits from the exclusive use of these non-advertising Litter Bins, it shall be liable for removing waste.

1.1.2.25 **Net Sales"** The revenue of media placement invoiced by and effectively paid to the Company by advertisers or advertising agencies exclusive of:

(i) any and all commissions, volume rebates, discounts or any other remuneration paid to advertising agencies or advertisers;

(ii) any relevant taxes, including but not limited to sales tax, value added tax, any other taxes which may be payable by the Company due to the installation and/or presence of the Items and Supplementary Items on public land or their use for commercial advertising;

(iii) any and all production revenue related to the sale of advertising under this Contract;

1.1.2.26 **"Program"** - means coordinated street furniture program for the fabrication, installation, maintenance and operation of the Items, Supplementary Items and Additional Items to be implemented in the city of Yangon in accordance with the provisions of this Contract in order to provide the residents and visitors with amenities that encourage a vital and active street life, increase the comfort and liveability of the City and to contribute to the beautification of the City.

1.1.2.27 **"Real Time Information (RTI) Boards" -** Electronic information boards for displaying the waiting time before the next bus arrival at the Bus Shelter, for the convenience of the commuters. The RTI Board consists of a 2048mm x 96mm for the Mingalaba design and 1180mm x 280mm for the Foster design, LED display board, full matrix and full colour, 6 mm pitch, integrated in the Bus Shelter roof;

1.1.2.28 **"Supplementary Items"** As set out in **chapter 2.5** to this Contract and **Appendix G**;

1.1.2.29 **"Territory"** As set out in Appendix F of this Contract.

1.1.3 The Appendices set out below constitute an integral part of this Contract:

1.1.3.1 **Appendix A1 to the Contract-** List of Bus Shelters Locations;

1.1.3.2 **Appendix A2 to the Contract-** Design and Technical Drawing of Bus Shelters

1.1.3.3 **Appendix B to the Contract-** Design and Technical Drawing of CIP

1.1.3.4 **Appendix C to the Contract -** Contract Guarantee Form;

1.1.3.5 **Appendix D to the Contract-** Confirmation on Procuring Insurance

1.1.3.6 **Appendix E of the Contract** - Time Schedule of Installation Plan

1.1.3.7 **Appendix F of the Contract-** Identification of the Territory

1.1.3.8 **Appendix G of the Contract-** Design and Technical Drawing of Supplementary Items

1.1.4. The Company shall construct and install the Items, Supplementary Items and Additional Items in accordance with the requirements set forth in the relevant appendices.

1.1. 5. The titles of the clauses are for convenience purposes only, and do not constitute part of the Contract and shall not be used for purposes of its interpretation.

1.2. The Engagement

1.2.1 As of the signature of the Contract, subject to and in accordance with the terms and conditions set forth in this Contract and in particular, subject to the fulfilment of all the undertakings and obligations assumed towards YCDC by the Company, YCDC hereby grants the Company the exclusive rights to install in the Territory any type of advertising street furniture included in the scope of this Contract and to operate advertising on the installed street furniture during the Contract Term. The Company takes upon itself to replace, add, remove and relocate such advertising street furniture in accordance with the provisions of this Contract, and to maintain, operate and place Advertisement thereon during the Contract Term. The Company shall make all reasonable efforts to maximize the earnings from the sale of advertisement and to keep YCDC informed of action taken and results thereof.

1.2.2 In addition, YCDC commits that during the Contract Term, it will not install or allow any third party to install any commercial advertisement with a visible area less than 20 sqm per face in public areas/public places within the Territory, except for the street furniture included in the scope of this Contract.

1.2.3 Therefore, YCDC shall procure that all the existing advertising structures of a size up to 20 (twenty) square meters per face installed in the public areas/public places on the Territory shall be removed within 4 months from the signature of the Contract, without exceeding 1 year from the signature of this Contract, with the exception of the Existing Bus Shelters that will be removed in accordance with the Company's installation schedule in order to ensure the continuity of the public service. Such Existing Bus Shelters shall not display advertising from the 5th month from the signing of the Contract until their removal. YCDC shall not renew any contract and/or licence currently in force for any structure which would come in conflict with the Company's scope of operations under this Contract, particularly Articles 1.2.1, 1.2.2 or 1.2.3 hereof.

1.2.4 In order to preserve the environment and, in particular, to avoid the excessive cluttering of the public space, YCDC shall not install, or permit to be installed, within 50 meters of any Item, Supplementary Item or Additional Item operated by the Company, any structure that the Company could consider as possibly affecting in any way its Item, Supplementary Item or Additional Item and/or prejudice their aesthetic or commercial advertising value, particularly their visibility, without the previous written consent of the Company.

1.2.5 During the Contract Term, both YCDC and the Company have the right to propose additional quantity of the Items or Supplementary Items (hereinafter: "**Additional Items**") within the confines of the Territory under conditions that would enable to maintain the initial economic balance of the Contract.

1.2.6 If YCDC and the Company have agreed on the Additional Items in writing, YCDC shall deliver to the Company all required permits for the purpose of installing the Additional Items and performing the additional Advertisement.
For the avoidance of any doubt, this excludes the MIC Permit. For the connection of the Items to electrical networks or other power sources, YCDC will coordinate with the relevant department/ organization to give priority to the Company connections requests and to ensure that the Company will get all consents and authorizations required so that the electrical connections can be provided before the installation takes place.

1.3. Reporting

Without derogating from anything stated in this Contract, the Company shall submit the progress report to YCDC, upon YCDC's request from time to time, including details of changes in the location of the Items, Supplementary Items and Additional Items, for updating thereof in YCDC's information.

Chapter Two – The Items

Chapter 2.1 – Items - General

2.1.1. Replacement, Relocation and Removal

2.1.1.1 YCDC may instruct the Company to perform each of the following operations, or part or all of such, with regard to each Item, at any time throughout the entire Contract Term and the extension periods, according to the quantities set forth in this Contract (hereinafter: the "**Task**"):

2.1.1.1.1. Replace Existing Bus shelters.

2.1.1.1.2. To move Items, Supplementary Items or Additional Items from the location in which they are set up to other locations mutually agreed between the Parties in writing and in advance, with the same commercial advertising value within the confines of the Territory. The Company shall pay all reasonable costs related to such relocation up to one per cent (1%) of the total number of each type of Item, Supplementary Item or Additional Item (such percentage not to be cumulated between different types of Items) operated during the previous year, within any given year, such percentage not being cumulative from one year to the other. If such relocations exceed one per cent (1%) within any

given year, YCDC shall bear the costs incurred by the relocations exceeding this percentage.

2.1.1.1.3 YCDC's instructions for performing the Task shall be documented by the Company in a work log which shall include at least all of the following Items:

(i) The date the instruction was received and the name of the person giving the instruction.

(ii) A description of the Task – the type of Task, the number of Items, Supplementary Items or Additional Items included in the Task, and the location of the Items.

(iii) The time frame for performing the Task

(iv) The entity performing the Task on behalf of the Company, if any.

(v) Coordination required prior to performance.

(vi) Any additional relevant information.

2.1.1.2 **Planning and Performance of the Task**

2.1.1.2.1 The Company undertakes to prepare and perform the Task in compliance with all legal requirements and YCDC's regulations and in collaboration with the Engineering Supervisor in charge of the performance of the Task.

2.1.1.2.2 Before the installation, YCDC shall deliver to the Company all necessary authorizations, licenses, approvals, permits or other consents that may be necessary and required for the installation and for the display and sale of advertising on the Advertisement Panel of the Items, Supplementary Items or Additional Items reserved for such purpose.
For the avoidance of any doubt, this excludes the MIC Permit. For the connection of the Items to electrical networks or other power sources, YCDC will coordinate with the relevant department/ organization to give priority to the Company connections requests and to ensure that the Company will get all consents and authorizations required so that the electrical connections can be provided before the installation takes place.

2.1.1.2.3 After having obtained all required permits and licenses, the Company shall complete the performance of the Task.

2.1.1.2.4 After completion of the Task, the Company shall submit each month reports and updates to YCDC regarding the performance of the Task, pursuant to the terms set forth in this Contract.

2.1.2. Cleaning, Maintenance and Repair

2.1.2.1 The Company shall regularly clean, maintain and repair the installed Items, Supplementary Items and Additional Items and shall remove all unauthorized poster and graffiti as follows:

- All installations shall be cleaned at least once every one (1) month through the year.
- Graffiti and unauthorized posters shall be removed within a maximum of two (2) working days from notice to the Company.
- Offensive graffiti shall be removed within a maximum of one (1) working day from

notice to the Company.

- Routine maintenance or repair shall be carried out within five (5) working days from notice to the Company.

2.1.2.2 The Company shall be solely responsible for the organization and supervision of maintenance and repair of all installations. The maintenance and repair shall be carried out in such a way that all installations are kept in excellent working order, operated and maintained in accordance with the highest standards as reasonably possible, as well as safety standards.

2.1.2.3 The Company shall be responsible for the replacement of defective lamps and related accessories at its own cost, when the same is possible.

2.1.2.4 If the Company fails to perform its obligations, YCDC without prejudice to any other right or remedy it may possess, shall give notice of such default to the Company. If the Company fails to perform its obligation within five (5) working days of such notice, YCDC may perform the repair and replacement itself or have them performed by another party and recover the reasonable cost from the Company.

2.1.2.5 YCDC shall be responsible for cleaning the ground and the area adjacent to the Company's installations, except for cleaning related to the maintenance of the installations. YCDC shall also be responsible for emptying the Litter Bins in a continuous and timely manner.

2.1.2.6 If YCDC considers that works are urgently required on any installation for the safety of the public, then it may carry out the cleaning and maintenance immediately and give notice forthwith to the Company and YCDC may recover its reasonable costs from the Company.

2.1.3. Electrical power

2.1.3.1 The Company shall carry out the connections up to 10 meters long from each Item, Supplementary Item or Additional Item to the public lighting network or to other power sources that will be necessary for the lighting and functioning at its own cost. If the connections to the public lighting network or to other power sources that will be necessary for the lighting and functioning of the Items, Supplementary Item or Additional Item exceed 10 meters long, such connections will be at YCDC's charge.
YCDC will coordinate with the relevant department/ organization to give priority to the Company connections requests and to ensure that the Company will get all consents and authorizations required so that the electrical connections can be provided before the installation takes place. The Company shall not be held liable for the absence of lighting of the Items, Supplementary Items and Additional Items, or for the impossibility to display any information on the RTI board, in case of refusal or failure of the electrical network concessionaire to connect the street furniture to the grid.

2.1.3.2 In order to contribute to street lighting, security for the inhabitants and visitors and dynamism of the Territory, the Company shall bear the costs of electrical power consumption for the lighting of the Items, Supplementary Items and Additional Items.

2.1.4. Branding

The Company shall be entitled to affix a label bearing its name, its trademark and its logo on any and all Items, Supplementary Items and Additional Items, at its own discretion.

2.1.5. Technological Advancements

Considering the technological evolution that could occur during the Contract Term, the Company may engage in upgrades, updates, innovations and transformations in the internal or external

structure that will be needed for advertising, information and connectivity services in order to develop the operation of such Items, Supplementary Items or Additional Items in new service areas, in compliance with laws and regulations applicable at the time of the upgrade.

2.1.6. Advertisement

The rights to perform Advertisement on each of the Items, Supplementary Items and Additional Items conferred upon the Company by YCDC shall be as prescribed in the relevant chapter for each Item.

2.1.7. Safety

The Company is responsible for ensuring the appropriate safety precautions in and around the areas where the works pursuant to this Contract will be performed. The Company shall erect and maintain, as required by existing conditions and the performance of this Contract, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, and notifying the public and owners and users of adjacent sites and utilities. The Company shall promptly remedy any property damage or loss directly caused by the Company, its sub-contractor or employee, in the course of their performance under this contract.

Chapter 2.2 – Bus Shelters

2.2.1. Bus Shelters

The Bus Shelter include up to three illuminated Advertisement Panels. Both faces of each Advertisement Panel shall be exclusively used by the Company for commercial Advertisement and may be fixed, rotating, digital and any other existing or future form.

2.2.2. Replacement of Existing Bus Shelters, Installation of New Bus Shelters and Addition of New Bus Shelters

2.2.2.1 **Replacement of All Existing Bus Shelters and installation of New Bus Shelters at new locations**

The Company shall dismantle and remove all the Existing Bus Shelter at the expense of and in accordance with the instructions of YCDC.

2.2.2.1.1 The Company, at its own expense, shall design, fabricate and install 500 (five hundred) new Bus Shelters in the Territory as of the date of execution of this Contract to replace the Existing Bus Shelters, in accordance with the specifications of **Appendix A2** to this Contract, as follows:

- 450 Bus Shelters Mingalaba Design
- 50 Bus Shelters Foster Design.

2.2.2.1.2 The order of replacement of the Existing Bus Shelters with new Bus Shelters will be mutually agreed by both Parties.

2.2.2.1.3 The new Bus Shelters shall be installed in 2 stages as follows:

- 250 (two hundred and fifty) Bus Shelters shall be installed within 18 months from the Commencement Date.
- Within 5 years from the Commencement Date, the Company shall propose 250 (two hundred and fifty) additional Bus Shelter locations. Upon their approval by YCDC, the Company will start their installation.

2.2.2.1.4 The replacement of all Existing Bus Shelters with new Bus Shelters, as set forth above, shall be implemented in accordance with the provisions of clause

2.1.1 above.

2.2.2.2. **Addition of New Bus Shelters**:

2.2.2.2.1 Should YCDC or the Company wish and the Parties mutually agree to install additional new Bus Shelters in locations without any Existing Bus Shelter, the Company will install said additional new Bus Shelters under mutually agreed conditions so as to maintain the economic balance of the Contract.

2.2.2.2.2 The additional new Bus Shelters shall be constructed pursuant to **Appendix A2** to this Contract.

2.2.2.2.3 The Company shall report to YCDC each month the number of additional new Bus Shelter installed and they shall be added to the list of Bus Shelters in **Appendix A1** to the Contract.

2.2.3. The Company shall be responsible for the good order and safety of each new Bus Shelter to be fabricated and installed. The Company shall also be responsible for reinstating the proper status of the foundation and ground work after its performance of necessary construction work, including flooring and surface finishing.

Chapter 2.3 – CIP

2.3.1. Advertisement and City information Posters on CIP

2.3.1.1 The CIP shall include an illuminated rectangular Advertisement Panel.

2.3.1.2 Each CIP shall have two backlit faces, one of which, to be chosen by the Company, shall be exclusively reserved for use by YCDC, to display City Information Posters or a map of the City. The other side shall be exclusively used by the Company for commercial Advertisement and may be fixed, rotating, digital or any other existing or future form.

2.3.1.3 It is hereby clarified that, the posting of the City Information Posters or maps shall be performed solely and exclusively by the Company. City Information Posters shall be in one single piece.

2.3.2. CIP

2.3.2.1 Installation of the CIP

2.3.2.1.1 The Company shall, at its own expense, install 500 (five hundred) CIP in the Territory, according to the specifications of **Appendix B** to this Contract, on the locations proposed by the Company and mutually agreed by both Parties, as follows:

- 490 CIP Mingalaba design
- 10 CIP Szekely design with batteries recycling container

2.3.2.1.2 The CIP shall be installed in 2 stages as follows:

- 250 (two hundred and fifty) CIP shall be installed within 18 months from the Commencement Date.
- Within 5 years from the Commencement Date, the Company shall propose 250 (two hundred and fifty) additional CIP locations. Upon their approval by YCDC, the Company will start their installation.

2.3.2.1.3 The replacement and relocation of the CIP shall be performed in accordance with the provisions of clause 2.1.1 above.

2.3.2.2 Addition of CIP:

2.3.2.2.1 Should YCDC or the Company wish and the Parties mutually agree to install additional CIP, the Company will install said additional CIP under mutually agreed conditions so as to maintain the economic balance of the Contract.

2.3.2.2.2 The Additional CIP shall be constructed pursuant to the specifications of **Appendix B** to this Contract.

2.3.2.2.3 The Company shall report to YCDC each month the number of Additional CIP installed.

2.3.3. The Company shall be responsible for the good order and safety of each CIP to be fabricated and installed. The Company shall also be responsible for reinstating the proper status of the foundation and ground work after its performance of necessary construction work, including flooring and surface finishing.

Chapter 2.4 –The Additional Items

2.4.1. Throughout the Contract Term, each Party shall be entitled to notify the other Party of its desire to expand the types of Items in the public areas within the confines of the Territory (hereinafter: the **"Additional Items"**).

It is hereby clarified that insofar as either Party may ask to change the manner of advertisement on the Items, as opposed to the manner of advertisement proposed by the Company and approved by YCDC, as part of the Company's proposal in the Bid, the mechanism prescribed in this chapter shall apply with regard to such change, mutatis mutandis.

2.4.2. Should the Company give YCDC written notice that it wishes to fabricate, install, maintain and operate the Additional Items, and the Parties mutually agree thereupon, the following provisions shall apply:

2.4.2.1 The Company shall present the Additional Items, the technical specifications of the Additional Items and any other document which is relevant to the Additional Items to YCDC.

2.4.2.2 YCDC shall examine the Company's request to fabricate the Additional Items and all the aforesaid documents submitted by the Company in connection with the Additional Items.

2.4.2.3 Should YCDC grant approval in principle for the installation, maintenance and operation of Additional Items, YCDC shall deliver to the Company all required permits necessary for the installation, maintenance and operation of the Additional Items.
For the avoidance of any doubt, this excludes the MIC Permit. For the connection of the Items to electrical networks or other power sources, YCDC will coordinate with the relevant department/ organization to give priority to the Company connections requests and to ensure that the Company will get all consents and authorizations required so that the electrical connections can be provided before the installation takes place.

2.4.2.4 When all approvals have been obtained, YCDC and the Company shall agree upon all terms for the fabrication, installation, maintenance and operation of the Additional Items, as well as the consideration in respect of the rights of Advertisement on the Items (hereinafter: the "**Addendum to the Contract regarding Additional Items**") and timetables for construction of Additional Items and locations where the Additional Items shall be installed.

2.4.2.5 YCDC and the Company shall sign an addendum to this Contract with regard to the terms and conditions for the fabrication, installation, maintenance and operation of the Additional Items, as well as the consideration in respect of the rights of Advertisement on

the Items (hereinafter the "Addendum to the Contract regarding Additional Items").

2.4.2.6 The Company may begin posting Advertisement on the Additional Items on the date of the installation of the Additional Items.

2.4.2.7 If for any reason whatsoever no Addendum to the Contract Concerning the Additional Items is signed between YCDC and the Company, the Company shall not be entitled to fabricate and install the Additional Items.

2.4.3. Should YCDC give the Company written notification that it wishes the Company fabricates, installs, maintains and operates the Additional Items, and the Parties mutually agree thereupon, the following provisions shall apply:

2.4.3.1 YCDC shall present to the Company, in a general manner, the type of Additional Item which it wishes the Company to fabricate, install, maintain and operate along with general instructions for the Additional Item.

2.4.3.2 Should the Company agree to fabricate, install, maintain and operate the Additional Items, it shall present the technical specifications for the Additional Items to YCDC, as well as any other document or information relevant to the Additional Items.

2.4.3.3. If YCDC has approved the fabrication of the Additional Items in accordance with the specifications, documents and information presented to it by the Company YCDC shall deliver to the Company all required permits for the fabrication, installation and operation of the Additional Items. For the avoidance of any doubt, this excludes the MIC Permit. For the connection of the Additional Items to electrical networks or other power sources, YCDC will coordinate with the relevant department/ organization to give priority to the Company connections requests and to ensure that the Company will get all consents and authorizations required so that the electrical connections can be provided before the installation takes place.

2.4.3.4 When all approvals have been obtained, YCDC and the Company shall agree upon all terms for the fabrication, installation, maintenance and operation of the Additional Items, as well as the consideration in respect of the rights of Advertisement on the Items, and timetables for the construction of the Additional Items, locations where the Additional Items shall be installed and so forth.

2.4.3.5 YCDC and the Company shall sign an Addendum to the Contract Regarding Additional Items.

2.4.3.6 The Company may begin posting Advertisement on the Additional Items on the date of the installation of the Additional Items.

2.4.2.7 If for any reason whatsoever no Addendum to the Contract Concerning the Additional Items is signed between YCDC and the Company, the Company shall not proceed to fabricate and install the Additional Items.

Chapter 2.5– Supplementary Items and services

2.5.1. The Company shall, at its own expense, provide, install and maintain all the Supplementary Items proposed in its offer and perform all Supplementary services proposed in its offer as follows:

Showcase of Street Furniture comprising of:

- 5 Litter Bins
- 5 Benches
- 1 Column with City Information Poster

- 1 Column Kiosk for YCDC's sole use
- 2 Flag Poles
- 1 Drinking Fountain
- 1 Lamppost with banner
- 1 CIP with battery recycling container
- 1 History Pole

500 additional Litter Bins

20 Szekely CIP with battery recycling container

20 Drinking Fountains

5 Columns that will have 1 face for the sole use of YCDC. The Columns may incorporate a kiosk for YCDC & Yangon Region Transport Authority to sell their new bus smartcard payment system

6 times per year free printing and posting of YCDC posters

500 RTI Boards for displaying the waiting time for buses in the Bus Shelters, according to data provided by the relevant public authority

Displaying of the estimated waiting time for the buses on the RTI Boards, according to the information provided by the relevant public authority

The battery recycling containers and Litter Bins will be emptied by YCDC at its own cost. The connection of the Drinking Fountains to the water network and the cost of the water consumption will be borne by YCDC.

The vendors using the Column Kiosks shall bear the maintenance costs relating to the internal part of the kiosks as well as all service connection and consumption costs. The maintenance of the kiosks' surroundings under good conditions of cleanliness, maintenance and repair costs directly or indirectly due to the vendors' activity shall be borne by the vendors who shall have such risks covered by their insurance policy.

Electricity inside the Column Kiosks shall be connected, subscribed and paid for by the vendors or YCDC.

The Company shall at its sole expense print and post a map of the City to be updated every 3 years upon a request of YCDC to be placed on up to 50 CIP. The map artwork will be designed and provided by YCDC.

The Company shall at its sole expense up to 6 times a year print and post YCDC campaigns to display institutional or municipal information campaigns on Bus Shelters and CIP. The artwork will be designed and provided by YCDC.

2.5.2. The Company will display on the RTI board of each bus shelter the estimated waiting time of the buses provided by the relevant public authority.

For the avoidance of doubt, the Company shall not be responsible for the connectivity required for the operation of the RTI Boards (including connection to optical fibre or any other type of information transmission device, and the related consumption) and the RTI Boards shall only be installed onto the Bus Shelters by the Company after such connectivity has been duly provided by the relevant public authority. Such installations shall be done in groups of 25 units minimum.

2.5.3. The Showcase of Street Furniture will be located in front of City Hall or any other location to be chosen by mutual agreement of the Parties. The location of the Supplementary Items will be chosen by mutual agreement of the Parties. In case of relocation to other locations of the same commercial value mutually agreed between the Parties in advance, YCDC shall bear all costs

related to the relocation of the Supplementary Items.

2.5.4. The Supplementary Items proposed by the Company shall blend with the design of the Items and will serve the modern needs of the City, provide innovative services of public interest and use and improve the urban quality of life (for instance and not limited to public transportation's enhancement, city communication and information development, environmental innovations implementation, hygiene and cleanness contribution, traffic and security improvement, etc.)

2.5.5. Should YCDC wish and the Parties mutually agree to install Additional Supplementary Items throughout the Contract Term, the Company shall install said additional Supplementary Items under conditions to be mutually agreed so as to maintain the economic balance of the Contract. If the Company does not agree to install Additional Supplementary Items as requested from time to time by YCDC, the Parties will sit down in good faith and negotiate in order to find an agreement that would allow to meet the specific needs for public services of the City and maintain the economic balance of the Contract.

2.5.6. To remove any doubt, it is hereby clarified that the Company is granted the exclusive right to fabricate, install, maintain and operate advertising in connection with the Supplementary Items.

2.5.7. All the Supplementary Items shall remain the property of the Company.

Chapter Three – General

3.1. Declarations by the Company

3.1.1 The Company declares that it has visited the streets where the Existing Bus Shelters are located.

3.1.2 The Company declares that it has all the knowledge and skills to perform the Program and Advertisement and to fulfil all of its undertakings pursuant to this Contract in a complete and timely manner.

3.1.3 The Company declares that it shall comply with its commitments under this Contract, *inter alia* in accordance with the representations and commitments of its bid. To remove any doubt, it is hereby clarified that in the event of a contradiction between that stated in the Company's bid and the provisions of the Contract, the provisions of the Contract shall prevail.

3.1.4 The Company hereby declares that it has thoroughly examined the tender documents, this Contract and the Appendices hereto, and fully comprehends the nature of the engagement and all other commitments pursuant to this Contract. The Company declares that it has informed itself of all applicable legislative requirements for the purpose of this Contract.

3.1.5 The Company declares that to its knowledge, as of the date of signature of this Contract YCDC is the only competent authority to establish and/or collect any taxes or other charges that might be payable by the Company due to the installation on public land of the Items, Supplementary Items or Additional Items or the operation of advertising on any Items, Supplementary Items or Additional Items.

3.1.6 The Company declares that it holds all copyrights and/or the patents and other rights embodied in the Items, Supplementary Items and Additional Items and all of the components thereof, and that it is entitled to market such and to engage in this Contract, or alternatively, that it holds all approvals required on behalf of the holders of the aforesaid rights for marketing the Items and engagement in this Contract. The Company declares its engagement under this Contract do not constitute an infringement of any copyrights, patent rights or any other third-party right whatsoever.

3.1.7 The Company declares that the execution and performance of this Contract does not contravene any contractual, legal or other obligations that apply to it and its obligations under this Contract will be valid, binding and enforceable.

3.2. Declarations by YCDC

3.2.1 YCDC hereby declares that it shall cooperate with and assist the Company in implementing any aspects of the Program which required YCDC approval and other governmental coordination, and that it has received all approvals required for signing and performing its obligations under this Contract.

3.2.2 The amount of the Revenue Share to be paid by the Company is inclusive of all existing and future fees, taxes or any other charge payable to YCDC. For the avoidance of doubt the Company shall not pay any road occupation, advertising fee, tax or any other charge which might be payable to YCDC due to the installation of the Items, Supplementary Items or Additional Items or the operation of advertising on any Item, Supplementary Item or Additional Item, such as but not limited to existing or future installation taxes, advertising tax, censorship tax, poster replacement tax, road occupation tax and property/asset tax etc.
Should any change in laws and/or regulations result in an increase of existing taxes or other charges, or the creation of new taxes or charges to be paid by the Company to any authority or entity other than YCDC due to the installation of the Items, Supplementary Items or Additional Items or operation of advertising on any Item, Supplementary Item or Additional Item, or should any existing tax to be paid by the Company to any authority or entity other than YCDC due to the installation of the Items, Supplementary Items or Additional Items or operation of advertising on the Items, Supplementary Items or Additional Items, which have not been identified by the Parties at date of signature of this Contract be revealed during the Contract Term, the Parties undertake to engage in good-faith, timely and fair re-negotiation of the provisions of this Contract in order to maintain its initial economic balance. Should the Parties not reach an agreement within a reasonable timeframe, the Company may terminate the Contract by sending a three (3) month prior notice to the other Party, without YCDC being able to claim any indemnity on this account.

3.2.3 YCDC hereby declares that YCDC undertakes to strictly enforce its municipal by-laws and the guidelines derived therefrom with regard to outdoor advertising in the public and private domains of the City, including, but not limited to, by instructing the department concerned of YCDC to perform the dismantlement of non- conforming advertising.

3.2.4 YCDC declares that to its knowledge, as of the date of signature of this Contract YCDC is the only competent authority to establish and/or collect any taxes or other charges that might be payable by the Company due to the installation on public land of the Items, Supplementary Items or Additional Items or the operation of advertising on any Items, Supplementary Items or Additional Items.

3.2.5 A yearly review shall be conducted by YCDC regarding the extent of the Company's compliance with maintenance standard designated in the Contract.

3.2.6 YCDC declares that the execution and performance of this Contract does not contravene any contractual, legal or other obligations that apply to it and its obligations under this Contract will be valid, binding and enforceable.

3.3. Undertakings by the Company

3.3.1 The Company undertakes to implement and complete all the works required for the Program in accordance with and subject to the terms of this Contract and any and all applicable laws of Myanmar.
The Company undertakes to display Advertisement and/or City Information Posters pursuant to the provisions of this Contract and/or the provisions of applicable law, at the highest professional standards, faithfully, accurately, in an expert manner, and undertakes that the staff and/or any entity which it shall employ in the performance of Advertisement and/or the City information shall have all the appropriate skills for the performance thereof.

3.3.2 The Company hereby undertakes to comply with the instructions given by YCDC and/or provisions of applicable law in all matters related to its behaviour and/or the behaviour of anyone of its

designees in connection with Advertisement and/or City Information Posters.

3.3.3 The Company undertakes that the Advertisement shall comply with the provisions of the Yangon City Development laws and regulations.

3.3.4 The Company undertakes that insofar as any advertisement space on the Bus Shelter or on the CIP is not utilized for the posting of Advertisement or City information, filler posters shall be placed in such advertisement space. In this matter, filler posters are posters which content will be determined by the Company from time to time and which will be approved in advance by YCDC (who will not refuse to give its approval except for reasonable reasons).

3.3.5 The Company shall bear all expenses and costs due to the installation, maintenance and use of the Items, Supplementary Items and Additional Items. The Company shall ensure that all works requiring the exercise of professional skill or judgment is accomplished by its qualified and competent professionals.

3.3.6 In addition, the Company shall maintain in Myanmar:

3.3.6.1 An office for conducting its activity in Myanmar, having means of communication, including, but not limited to, telephone lines, facsimile and e-mail, which shall constitute the address for delivery of postal mail to the Company. The Company shall, through its office, carry out managing and monitoring the installation, maintenance and operation of the Items, Supplementary Items or Additional Items including the ability to receive and respond to complaints, comments, reports and concern regarding the installation, maintenance and operation of the Items, Supplementary Items or Additional Items.

The Company shall compile and maintain a log of public complaints or comments received, together with documentation and a detailed account of the Company's response in each instance.

3.3.6.2 Warehouses, workshops and storage areas large enough to enable fulfilment of commitments pursuant to this Contract.

3.3.6.3 A stock of spare parts and all required equipment, at inventory levels sufficient to allow fulfilment of its commitments pursuant to this Contract.

3.4. Contract Term and Ownership

3.4.1 The present Contract shall come into force from the date of its signature (the "Signing Date") and shall remain in full force and effect for a period of twenty (20) years from the Commencement Date. For the avoidance of doubt, the rights granted to the Company under this Contract in the Territory shall come into force at the Signing Date.

3.4.2 The Contract Term may be extended for additional five-year periods by mutual agreement between YCDC and the Company.

3.4.3 During the Contract Term and any extension period, all Items, Supplementary Items and Additional Items shall remain the sole and exclusive property of the Company. The Company has the right to remove all installations and restore the sites to their initial conditions at its sole expense after the expiry or termination of this Contract for whatever reason.

3.5. Approvals and licenses

YCDC shall deliver to the Company all necessary authorizations, licenses, approvals, permits or other consents that may be necessary and required to install the Items, Supplementary Items and Additional Items and/or to display and sell advertising on the spaces thereon during the Contract Term.
For the avoidance of any doubt, this excludes the MIC Permit. For the connection of the Items, Supplementary Items and Additional Items to electrical networks or other power sources, YCDC will coordinate with the relevant department/ organization to give priority to the Company connections requests and to ensure that the Company will get all consents and authorizations required so that the

electrical connections can be provided before the installation takes place.

3.6. Advertisement

3.6.1 The Company shall be entitled to implement the Advertisement throughout the Contract Period subject to the provisions and terms of this Contract.

3.6.2 The Company shall bear all expenses in connection with the performance of the Advertisement, with the exception of any sort of existing or future road occupation and advertising fees and taxes or similar, which might be payable to YCDC due to the installation or operation of advertising on the Items, Supplemental Items or Additional Items, as set forth in clause 3.2.2 above. Should any change in laws and/or regulations result in an increase of existing taxes or other charges, or the creation of new taxes or charges to be paid by the Company to any authority or entity other than YCDC due to the installation of the Items, Supplementary Items or Additional Items or operation of advertising on any Item, Supplementary Item or Additional Item, or should any existing tax to be paid by the Company to any authority or entity other than YCDC due to the installation of the Items, Supplementary Items or Additional Items or operation of advertising on the Items, Supplementary Items or Additional Items, which have not been identified by the Parties at date of signature of this Contract be revealed during the Contract Term, the Parties undertake to engage in good-faith, timely and fair re-negotiation of the provisions of this Contract in order to maintain its initial economic balance. Should the Parties not reach an agreement within a reasonable timeframe, the Company may terminate the Contract by sending a three (3) month prior notice to the other Party, without YCDC being able to claim any indemnity on this account.

3.6.3 Advertisement shall be performed in accordance with all of the terms set forth below:

3.6.3.1 The Advertisement shall not run counter to the provisions of this Contract and/or applicable law and shall not incite anyone to commit an offense against the provisions of any law.

3.6.3.2 The Advertisement shall not offend, and shall not be likely to offend the sensibilities of the public, nor shall it harm any of YCDC.

3.6.3.3 The Company shall not display advertisements which contain tobacco, firearms, pornographic or obscene matters, political or religious contents or contents which contravene with the laws of Myanmar.

The Company shall submit all advertisements to YCDC for review and approval upon receipt from all prospective advertisers and prior to displaying the advertisement. YCDC shall have the right to reject the posting of any advertisement which YCDC determines to be deceptive, misleading, untruthful, obscene, sexually explicit or in violation of the existing laws. The Company shall not display any advertisement rejected by YCDC.
If YCDC does not provide a rejection notice within two (2) business days of receipt of a written proposal from the Company, the contents of the advertisements are deemed approved by YCDC.

3.6.3.4 The Company shall use the advertisement area of the Items, Supplementary Items or Additional Items to display Advertisement and shall have the possibility to use the structure of the Items, Supplemental Items or Additional Items outside the advertisement area for innovative and special advertising actions after sending a prior notice to YCDC before the installation of each of such special campaigns.

3.6.3.5 The Advertisement shall not be an infringement of any intellectual property rights and shall not constitute libel against YCDC.

3.6.3.6 Replacement of the Advertisement shall be performed in such a way as not to interfere with the flow of traffic or public safety, and shall be in accordance with all of the required safety rules. The Company shall not leave any materials or accessories whatsoever at the site and shall ensure that the place where the work was performed is cleaned.

3.7 City Information Posters

3.7.1 YCDC will instruct the Company to post City information on the CIP and Columns on the public domain in the Territory.

3.7.2 City Information Posters may display administrative information or promoting cultural, artistic, community or sporting events taking place in Myanmar and promoted by YCDC or other non-for-profit organizations, with the exclusion of any political party or commercial advertising.

Any City Information Poster promoting any event which bears the name of the sponsor, organizer or promoter other than YCDC may mention such name if using not more than five per cent (5%) of the surface of such poster.

3.7.3 For the purpose of posting City Information Posters, YCDC and/or its designees shall give the Company written notice fourteen (14) days before the date required. The notice shall set forth the details of the City Information Posters required, including the dates for posting of the City Information Posters and the location. YCDC shall deliver the Posters to the Company's warehouse no later than eight (8) days of the date determined for the display of the Posters. The posting of the City Information Posters may be performed each month or within a longer period of time if required by YCDC. The Company shall determine in advance the dates on which it shall display posters and shall submit such information to YCDC.

3.7.4 YCDC shall bear the cost of the design, manufacture and posting of City Information Posters to be placed on the sides reserved for this purpose on Items, except for the Supplementary services proposed in the Company's offer and set forth in article 2.5.1 *in fine* of the present Contract.

3.7.5 Upon conclusion of the period of City information for any City information notice, in accordance with the instructions of YCDC and/or its designees, the Company shall remove the City Information Posters at YCDC's expense.

3.8 Revenue Share

3.8.1 The Company must perform the design, fabrication, installation and maintenance of the Items and of the Supplementary Items or Additional Items and warrant the reliability, continuity and durability of the provided service during the entire term of the Contract without any payment by YCDC to the Company.
The Company shall pay to YCDC a portion of its revenue on annual basis (the "Revenue Share"), meaning the percentage of the Net Sales as defined below.

Year of the contract	Year 1 to Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11 to 20
%	5%	6%	7%	8%	9%	10%	11%	12%	15%

Year 1 begins from the Commencement Date.

The Revenue Share shall be paid by the Company to YCDC each year under the conditions and on the dates determined in the Contract, which shall be calculated as follows.

3.8.2 The amount of the Revenue Share to be paid by the Company is inclusive of all existing and future fees, taxes or any other charge payable to YCDC. For the avoidance of doubt the Company shall not pay any road occupation, advertising fee, tax or any other charge which might be payable to YCDC due to the installation or operation of advertising on any Item, Supplementary Item or Additional Item, such as but not limited to existing or future installation taxes, advertising tax, censorship tax, poster replacement tax, road occupation tax and property/asset tax etc. All such taxes and charges are offset against and waived due to the benefits in kind received by YCDC from the Company's installation of the Items, Supplemental Items and Additional Items at no cost to YCDC and by the Revenue Share to be paid to YCDC in exchange of the sale of advertising

placed thereon in an accessory manner. Should any change in laws and/or regulations result in an increase of existing taxes or other charges, or the creation of new taxes or charges to be paid by the Company to any authority or entity other than YCDC due to the installation of the Items, Supplementary Items or Additional Items or operation of advertising on any Item, Supplementary Item or Additional Item, or should any existing tax to be paid by the Company to any authority or entity other than YCDC due to the installation of the Items, Supplementary Items or Additional Items or operation of advertising on the Items, Supplementary Items or Additional Items, which have not been identified by the Parties at date of signature of this Contract be revealed during the Contract Term, the Parties undertake to engage in good-faith, timely and fair re-negotiation of the provisions of this Contract in order to maintain its initial economic balance. Should the Parties not reach an agreement within a reasonable timeframe, the Company may terminate the Contract by sending a three (3) month prior notice to the other Party, without YCDC being able to claim any indemnity on this account.

3.8.3 The Revenue Share shall be paid by the Company to YCDC within 30 days from the date of reception of the yearly invoice issued by YCDC upon the completion of each year. If the Company fails to make the payment for the annual Revenue Share within the time described above, except when it is due to circumstances beyond the control of the Company and which put the Company in the impossibility to proceed to the payment, the amount due outstanding shall be treated as a bank loan and the Company shall pay due amount with interest accrued on it.

3.8.4 Should the amount of Revenue Share to be paid for a particular year increase by not less than 5% compared to the amount paid the previous year, and the average increase since the beginning of the Contract be less than 5%, then the Parties will discuss in good faith to review the consideration to be paid to YCDC in order to maintain the economic balance of the contract.

3.9 Books and Records

The Company shall at all times keep complete and accurate books of account and records of its business and operation in connection with this Contract. The Company shall keep its books of account and records in accordance with generally accepted accounting practices and procedures. The Company shall send to YCDC annually copies of its annual audited Net Sales pertaining to the Program in the City of Yangon, prepared by an independent reputable accounting firm, using generally accepted accounting principles and showing all advertising revenue collected pursuant to this Contract and all payments made thereto.

YCDC, the Office of the Accountant General, and any other designated agencies shall have access to the records of Net Sales upon reasonable written notice to determine the correctness of the Company's payments to YCDC under this Contract. Once a year and after providing a three (3) weeks written notice, YCDC shall have the right to audit the records of Net Sales of the Company as they pertain to this Contract.

3.10. Transfer of rights

3.10.1 Unless provided otherwise in this Contract, neither Party shall be entitled to assign its rights or obligations except if previously agreed in writing between the Parties.

3.11. Preservation of laws

3.11.1 The Company undertakes to ensure compliance with all the conditions related to safety and hygiene, in order to preserve the well-being of its employees and/or any other person throughout the Contract Term. The Company shall, at its own expense, provide its employees and/or its agents and/or anyone operating on its behalf with any and all protective equipment and safety equipment required under any law and/or customarily used for the purpose of executing the Contract.

3.11.2 The Company undertakes to comply with all of the terms of any permit and/or license issued in connection with the Advertisement and/or the City Information Posters and not to deviate therefrom in any manner whatsoever.

3.12. SUBCONTRACTORS

The Company shall provide YCDC with a listing of the subcontractors it will use to assist in the performance of this Contract. If the Company is required to change subcontractors during the course of the Contract, it may be done with the prior written approval of YCDC, which approval will not be unreasonably withheld. The Company shall remain responsible for performing all aspects of this Contract. YCDC has the right to approve Company's subcontractors, and YCDC reserves the right to request replacement of subcontractors for good cause. YCDC shall not have any obligation to pay Company's subcontractors, and nothing herein creates any privity between YCDC and the subcontractors. If the Company becomes aware that its sub-contractor(s) is not performing its work up to the standards of this Contract, it shall take whatever steps it deems necessary to maintain the maintenance level of all installed Items, and shall notify YCDC, as soon as reasonably possible, of any actions related to the need to replace its sub-contractor(s).

3.13. Liability

Without derogating from any provision of this Contract or from any law, the Company shall be liable for any harm, injury, death, loss or damage caused to YCDC and/or any other person as a direct result of defective implementation of any Item, Additional Item or Supplementary Item. For the avoidance of doubt, the Company shall not be liable for any indirect, consequential, special or punitive damage.

3.14. Insurance

3.14.1 Without derogating from the Company's responsibility pursuant to this Contract and/or the law, the Company undertakes to take out and maintain the insurance policies set forth in **Appendix D** throughout the entire Contract Term, with a duly authorized insurance company with a good reputation in Myanmar within 7 days of the day of the signature of the Contract.

3.14.2 Without derogating from the generality of the aforesaid, the Company undertakes to comply with all of the requirements and provisions of the national insurance laws and the state health insurance laws and all of the orders, regulations and the like enacted pursuant to the aforesaid laws, at all times, in order that all employees, agents and persons involved in the fulfilment of the Company's undertakings pursuant to this Contract be entitled to all of the rights under the laws set forth above at all times throughout the Contract Term.

3.15. Contract Guarantee

3.15.1 To secure the fulfilment of all of the Company's undertakings and responsibilities pursuant to this Contract, including the securing of the payment of the Revenue Share, upon signature of this Contract, the Company shall provide YCDC with a financial bank guarantee, in the wording set forth in **Appendix C** to this Contract (hereinafter and hereinabove: the "**Contract Guarantee**").

3.15.2 The Company undertakes that a Contract Guarantee shall be in force until the date of the expiry of the Contract Term.

3.15.3 Notwithstanding that set forth above, it is hereby agreed that the Company shall be entitled to produce a Contract Guarantee for a period which shall not be less than twelve (12) months provided the Company shall ensure the extension of the effect of the Contract Guarantee from time to time, at least thirty (30) days before the expiry date of the Contract Guarantee.

3.15.4 All of the incidental expenses in the issue of the Contract Guarantee, including commissions, stamp duty and the like, shall be borne by the Company.

3.15.5 YCDC shall have the right to exercise the Contract Guarantee in the event of the Company's breach of this Contract, and such breach has not been cured within thirty (30) days of the date on which YCDC sent written notice of such.

3.15.6 Failure to provide the Contract Guarantee, including failure to extend the Contract Guarantee in

a timely manner shall constitute a fundamental breach of this Contract on the part of the Company and shall award YCDC the right to cancel the Contract.

3.15.7 YCDC shall return the Contract Guarantee to the Company upon the expiry or termination of the Contract.

3.16. Early Termination

3.16.1 Early termination by the Company:

In the event that:

(i) The Company is prevented or precluded from installing the Items for any reason beyond the control of the Company; or

(ii) The Company's right to display Advertisement on the Items, Supplementary Items or Additional Items shall be refused, prohibited, restricted or curtailed by any legislation, regulation, or decision (made from time to time) of any statutory planning or other authority; or

(iii) All the necessary authorizations, licenses, approvals, permits or other consents that may be necessary and/or required to install Items and/or display and sell Advertisement on the Items are not attained, or

(iv) The effective operation of advertising of the Items, Supplemental Items or Additional Items shall be deemed temporarily or permanently impossible or obscured from any cause,

and provided that the above events are not directly caused by the Company's wilful conduct or gross negligence, the Company shall be entitled to request the renegotiation in good-faith of the provisions of this Contract in order to maintain its initial financial balance. Should the Parties not reach an agreement within a reasonable timeframe, the Company may terminate this Contract immediately by sending a written notice to YCDC without YCDC being able to claim indemnity from the Company

3.16.2 Early termination in case of material breach by either Party:

If a Party (the "**Defaulting Party**") commits a material breach under this Contract, the other Party (the "**Affected Party**") will notify the Defaulting Party within fifteen (15) days from the date on which the Affected Party became aware of the occurrence of the material breach. The Affected Party may:

(i) Require the Defaulting Party to remedy the material breach within two (2) months from the date of receipt of the notice of the material breach sent by the Affected Party, and/or,

(ii) Require that the Parties sit down in good faith to resolve any dispute between them and, when appropriate, to renegotiate the provisions of this Contract to maintain the economic balance of the Contract.

If the Parties do not reach in good faith an agreement that maintains the economic balance of this Contract within a reasonable period of time or if the Defaulting Party does not remedy the material breach within two (2) months from the date of receipt of the notice of the material breach sent by the Affected Party, the Affected Party may terminate this Contract by sending a two (2) month prior written notice to the Defaulting Party. The Defaulting Party shall fully and effectively indemnify the Affected Party against any losses, liabilities, damages, costs, claims, actions or demands which the Affected Party may incur related to the material breach of the Defaulting Party and the early termination of this Contract.

In the event of an early termination by the Company pursuant to a material breach committed by YCDC, YCDC shall pay to the Company, within a period of six (6) months from the notification date of such termination, a compensation which shall be calculated taking into account the following:

(i) The non-amortized value of the Items including spare parts, and replacement units that

were specific to the performance of the Contract;

(ii) The shortfall related to the remaining Term of the Contract;

(iii) The losses related to the first years of the Contract not compensated by the eventual profits related to the following years; and

(iv) All other costs incurred resulting from this early termination (layoff and severance compensation, dismantlement costs of the Items termination costs incurred by the Company with its own suppliers and sub-contractors...).

The calculation of this compensation shall be determined by the Parties and in case of failure of the Parties to determine such compensation an independent expert shall be designated in accordance with the procedure as described below.

Should the Parties not agree upon the amount of such compensation within four (4) months following the date of the termination notice, the elements provided by the Company to YCDC for the calculation for the compensation shall be verified by an independent expert (the "**Expert**") chosen by the Parties among the big four international audit firms. The calculation made by the Expert shall be conclusive and binding on the Parties and may not be disputed by them in absence of manifest error.

In the event of termination of Contract by YCDC pursuant to a breach committed by the Company, YCDC may draw on the Contract Guarantee to apply towards satisfying the requirements of the Contract. YCDC shall be entitled to proceed to re-offer by tender for the Program.

The remedies of the Affected Party in terms of this clause, shall not be exhaustive and shall be in addition and without prejudice to any other remedies it has under or in consequence of this Contract.

3.17. General provisions

3.17.1 If either Party is temporarily rendered unable, wholly or in part, by Force Majeure to perform its duties or accept performance by the other Party under this Agreement, it is agreed that the affected Party gives notice to the other Party within fourteen (14) days after the occurrence of the cause relied upon giving full particulars in writing of such Force Majeure.

The duties of such Party as are affected by such Force Majeure shall be suspended during the continuance of the inability so caused, but for no longer period, and such cause shall as far as possible be removed with all reasonable dispatch.

The term "Force Majeure" as employed herein shall mean events such as but not limited to acts of God, war, civil war, armed conflicts or terrorism, coups, invasion, natural disasters, insurrection or riots, vandalism, strikes or other labour disputes; strike related absenteeism, epidemics, lockout, industrial disturbances, explosion, fires, floods, earthquakes, storms, lighting, exceptionally adverse economic conditions, significant slowdown of the advertising market; major equipment breakdowns or damage; nationalization or similar action; embargoes; orders of court or acts of civil or military authorities or any other event similar to the kind herein enumerated which are beyond the control of the affected Party and which by the exercise of due care and diligence the Affected Party is unable to overcome.

The Affected Party shall not be held liable for any delay or failure in the performance of any obligations hereunder or loss or damages either general, special or consequential which the other Party may suffer due to or resulting from such delay or failure.

If Force Majeure effects cannot be eliminated within two (2) months, the Parties shall consult together in an effort to agree upon a revised contract. Should the Parties not reach in good faith an agreement which terms and conditions allow to maintain the initial economic balance of the Contract, the Company would be entitled to terminate the Contract by sending a three (3) month prior notice to YCDC without YCDC being able to claim indemnity from the Company.

3.17.2 Should any unexpected and unforeseeable circumstance beyond the control of the Parties

occur or become known to the parties after the conclusion of this Contract, such as without limitation (i) a serious domestic or international crisis – including, but not limited to, economic, regulatory, sanitary or geopolitical crisis or financial market fluctuations - or (ii) any change in laws, regulations or economic conditions (including any increase of existing taxes or other charges to be paid by the Company in Myanmar, or the creation of new taxes or charges) or any modification of the advertising laws (iii) the loss or reduction of the commercial value of the Items occasioned by the lack of visibility and/or the lack of lighting, which, in a durationally significant manner, materially and adversely affects or would reasonably be expected to materially and adversely affect the economic balance of the Contract causing a substantial economic hardship to the Parties (hereinafter the **"Substantial Change**"), prevents any Party from performing its obligations under this Contract such obligations shall be suspended until the Substantial Change and its consequences, are terminated.

The Affected Party will notify the other Party within forty five (45) days from the occurrence of the Substantial Change, then the Parties will sit down in good faith and renegotiate the provisions of this Contract to bring into compliance with applicable law and to preserve the economic balance of this Contract, including, without limitation, a change in the consideration and/or in the quantity of Items to be installed and/or in the duration of the Contract. Should the Parties not reach in good faith an agreement, the Affected Party may terminate this Contract by sending a three (3) month prior notice to the other Party without YCDC being able to claim indemnity from the Company.

3.17.3 Governing Law and Arbitration

3.17.3.1 The Parties agree that this Contract shall be governed by Myanmar law.

3.17.3.2 Following the issuance of a notice by either Party raising a dispute in connection with this Contract, the Parties shall use their best efforts to resolve and settle amicably through consultations any such dispute. If any dispute cannot be settled amicably through consultations within fifty (50) days of the defending Party's receipt of the claiming Party's notice of dispute then such dispute shall be exclusively and finally settled by the International Chamber of Commerce.

The arbitration proceedings shall be held in Singapore. The arbitration tribunal shall consist of three (3) legally educated members appointed in accordance with the UNCITRAL Arbitration Rules.
The arbitration proceedings shall be conducted in English, and all documentation to be reviewed by the arbitrators and/or submitted by the Parties shall be in English.

During the arbitration procedure, except for the elements over which the Parties have a dispute under arbitration, the performance of this Contract shall continue.

The Parties undertake to keep strictly confidential the contents of the arbitral proceedings.

The arbitration award shall be final and binding on both Parties and not subject to any appeal.

3.17.4 Entirety of the agreed terms and conditions

Subject to the fact that the Bid constitutes an integral part of this Contract, it is hereby agreed that this Contract includes, embodies, entails and expresses the entirety of the terms and conditions agreed upon by and between the Parties. Any and all promises, guarantees, Contracts, whether verbal or in writing, undertakings or representations concerning the object of this Contract given or made by the Parties prior to the conclusion of this Contract and which are not expressly reflected herein shall not add to, detract from or modify the rights and obligations set forth in this Contract or deriving therefrom, and the Parties shall not be bound thereby, starting on the date of this Contract.

3.18. Notice

Any notice to YCDC shall be considered effectively served only after it is sent to both of the following:

[FMI's Address]

AND

JCDecaux Asia (S) Pte Ltd

8 Temasek Boulevard
#33-02 Suntec City Tower 3
Singapore, 038988

Attention: Chief Legal Counsel – Asia

3.19. Confidentiality

3.19.1 The Company and YCDC shall treat the details of this Contract and any information made available in relation to it as confidential. Neither of them shall publish or disclose the same or any particulars thereof (except so far as is necessary for the purpose of this Contract) without the previous consent in writing of the other Party provided that nothing in this clause shall prevent the publication or disclosure of any such information that has come within the public domain otherwise than by breach of this clause.

3.19.2 The obligations of both Parties as to disclosure and confidentiality shall continue in force notwithstanding the termination of this Contract.

3.19.3 The Company may disclose the existence of this Contract and details of the services provided under it with the prior written approval of YCDC, except as provided by the laws of the Republic of the Union of Myanmar.

3. 20 Miscellaneous

3.20.1 This Contract shall only be binding on the Parties after it is signed by ________________ representing YCDC and BOTH ___________ and ______________ representing the Company.

3.20.2 Amendments. This Contract shall not be amended except in writing and signed by a duly authorized representative of each of the Parties hereto. In addition, no amendment shall be binding on the Company unless it is signed by both persons named under the previous clause as its representatives and unless a copy of the amendment has been sent to the Company in accordance with clause 3.18 above.

3.20.3 Language. This Contract is issued in English language, and in case of any translation the English interpretation of the text shall prevail.

3.20.4 Validity and Enforceability. Any illegality, invalidity or unenforceability of any provision of this Contract under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision hereof.

3.20.5 Registration – the Parties shall register this Contract at the relevant deed registration office within thirty (30) days after signing of this Contract and the cost shall be borne by the Company.

3.21. Addresses of the Parties

3.21.1 **YCDC** - addressee:

3.21.2 **The Company -** addressee: _______________________street,

Fax: ____________________

(At the time of signing the Contract, the Company will provide an address for delivery of notices, which will be inserted above) In witness whereof the Parties hereby set their hands:

____________________________________ ____________________________

YCDC:

By: ______________________
Title: ______________________

The Company:

By: ______________________ Title: __________

Appendices

to the Contract

Appendix A1 to the Contract

List of Bus Shelters Locations

The following is a list of the Existing Bus Shelters in the Territory on the Tender publication date.
It is hereby clarified that the remaining locations of the Bus Shelters to be installed in the 2nd stage as defined in article 2.2.2.1.3 will be defined by mutual consent of both parties.

List of Bus Shelters and Bus Stops Locations

Id	Name	Road_Name	Remark
	Ouside CBD Area		
1	Htaw Li Gwae	Kyint Myint Dine_Kannar	
2	Thit taw	Kyint Myint Dine_Kannar	
3	Dan O Sat	Kyint Myint Dine_Kannar	
4	Sein Min Zay	Kyint Myint Dine_Kannar	
5	Thirimingalar Zay Houne	Kyint Myint Dine_Kannar	
6	Myaung Gyi Htate	Kyint Myint Dine_Kannar	
7	Home Lane	Kyint Myint Dine_Kannar	
8	Kwin Chaung	Kyint Myint Dine_Kannar	
9	Sar Thike	Kyint Myint Dine_Kannar	
10	Nya Zay	Kyint Myint Dine_Kannar	
11	Kannar Zay	Kyint Myint Dine_Kannar	
12	Nat Sein Lan	Kyint Myint Dine_Kannar	
13	Sin Malight	Kyint Myint Dine_Kannar	
14	New		
15	Hantharwaddy	Upper Kyimyintine	
16	Nat Sin Lan	Upper Kyimyintine	
17	Sa Lin Kween	Upper Kyimyintine	
18	Nyazay	Upper Kyimyintine	
19	KMD Butar	Upper Kyimyintine	
20	Kyaung Shae	Lower Kyimyintine	
21	Home Lan	Lower Kyimyintine	
22	Buter	Lower Kyimyintine	
23	White Taw	Lower Kyimyintine	
24	Sin Min Zay	Lower Kyimyintine	
25	Charmar Bi	Lower Kyimyintine	
26	Alone Sardite	Lower Kyimyintine	
27	Jaman Khan Tar	Lower Kyimyintine	
28	Kohtatgyi	Bagayar	
29	Shan	Bagayar	
30	Shwe Man	Bagayar	
31	Mayni Gone		
32	Link Lan	West Shwegon Dine	
33	North_Myuk Phat Moke	Rzarni	
34	East Moke	Rzarni	
35	South Moke	Shwe Dagon Pagoda	

36	Sat Thwe Yae	Shwe Dagon Pagoda	
37	South Loke Yae_Interchange	Shwe Dagon Pagoda	
38	Thamada Cenima	Kabaraye Pagoda	
39	MR_railway_interchange	Kabaraye Pagoda	
40	Pasapala	Kabaraye Pagoda	
41	Kyauk Tie	Kabaraye Pagoda	
42	Bahan 3 Lan	Kabaraye Pagoda	
43	Yae Khal Saing	Kabaraye Pagoda	
44	Shwe GOn Tine	Kabaraye Pagoda	
45	Hinsigone	Kabaraye Pagoda	
46	Harmittit	Kabaraye Pagoda	
47	Koat Kine	Kabaraye Pagoda	
48	Set Mu_1	Kabaraye Pagoda	
49	Lanni	Kabaraye Pagoda	
50	Yeik THar	Kabaraye Pagoda	
51	106	Kabaraye Pagoda	
52	Chaw Twin Gone	Kabaraye Pagoda	
53	Kabaraye	Kabaraye Pagoda	
54	Sar Tike	Kabaraye Pagoda	
55	Nawaday	Kabaraye Pagoda	
56	8 miles	Kabaraye Pagoda	
57	Kyauk Taw Gyi	Pyay	
58	Sel Mine Gone	Pyay	
59	9 miles Kwie	Pyay	
60	9 miles	Pyay	
61	A1	Pyay	
62	Maharsi	Pyay	
63	8 miles	Pyay	
64	7 miles	Pyay	
65	AD.	Pyay	
66	Kyaung Gkwe	Pyay	
67	6 miles	Pyay	
68	TaDar Phyu	Pyay	
69	Marlar	Pyay	
70	Site Pyo Yae	Pyay	
71	Hanthar waddy	Pyay	
72	Mahar Myaing	Pyay	
73	Myay nigone	Pyay	
74	Lauttaw	Pyay	
75	Helpin	Pyay	
76	Pago Club	Pyay	
77	Thein Phyu Zay	Thein Phyu	
78	Thein Phyu Sar Tide	Thein Phyu	
79	Masarlarset	Banyardala	
80	Mingalar zay	Banyardala	
81	Kyaw Shae	Nat Maunk	
82	Say Yone Shae	Nat Maunk	

83	Bogyoke	Nat Maunk	
84	Japan Embassay	Nat Maunk	
85	Myay Padaythar	Nat Maunk	
86	Set San		
87	Khayan _Yangon		
88	6 No Gate		
89	R Thaw Ka.		
90	Tar Mawe Zay	Banyardala	
91	Kyauk Myaung Zay	Banyardala	
92	Thida	Banyardala	
93	Aung mingalar	Banyardala	
94	Yuzana Plaza	Banyardala	
95	ALouk hamar Saeyone	Kyik Kasan	
96	ByaineyaeOSein		
97	Kinbe		
98	Awine_Shwe GOne Tine	Shwe Gon Dine	
99	Chaukhtatgyi	Shwe Gon Dine	
100	Bandar Pin	Shwe Gon Dine	
101	Shwe Gone Tine	Shwe Gon Dine	
102	Shwe GOn Tine	West Shwegon Dine	
103	Oka Lan	West Shwegon Dine	
104	Zay Lay		
105	New		
106	Thuwana Junction		
107	Su Paung		
108	Kyauk Shae		
109	Mindin		
110	Thu wana		
111	Wabula		
112	Chan aye		
113	Thit Sat		
114	Sanpyazay		
115	San pyazay		
116	Bawa Myint		
117	BOC		
118	Phyar Lan		
119	Zawana		
120	Khat Cheer		
121	A Thin Dike		
122	New		
123	Awine Lay		
124	Lan Sone		
125	Kyauk Shae		
126	Akhonlot Zay		
127	Tarmmwe Plaza		
128	Bali Htate		
129	Lan one		

130	Awine		
131	Mya Lan		
132	Zay Kwae		
133	Gyar		
134	New		
135	12 Lonetan		
136	12 Lonetan		
137	Sar Dike		
138	Kyauk Kone		
139	Myinthar Office		
140	Baw Di		
141	Moe Kaung		
142	Than Lan		
143	16 Gwae		
144	Kalarphar		
145	Yatanarzay		
146	14/16Junction		
147	Koke Kine	University Avenue	
148	Inyamyaing	University Avenue	
149	Than Lwin	University Avenue	
150	UFL	University Avenue	
151	Kyuan Lan	University Avenue	
152	Kyuan Shae	University Avenue	
153	Hleden Zay	University Avenue	
154	Kyaunshae	University Avenue	
155	Thin Baw Kyin		
156	Han Thar Yeik Mon		
157	BRB		
158	Yae Kyaung		
159	Hleden		
160	San Yeik Nyine		
161	Thu Kha		
162	Than Lan		
163	Bat Tar		
164	OAK Kyin		
165	Phayar lan		
166	Thamine Junction		
167	Thamine Junction		
168	Yaeyanaung		
169	Kyaik wine		
170	Pagan Set		
171	Yaebawhow		
172	Junction 8		
173	OAK KYIN		
174	Bayint Naing Junction		
175	New		
176	Kyaung Shae		

177	Oak Kyin		
178	Bartar		
179	Damaryone		
180	Bayint Naing Zay		
181	Patauk Chaung_Zay thit		
182	Thirimingalar zay thit		
183	Sit Kyaw Yae		
184	Butar Yone		
185	Chaung Wa		
186	Ywema Gawe		
187	Site Kar Gate		
188	Ywar ma Kwe		
189	Payar Wa		
190	Kyaikkasan		
191	Bawamyint		
192	San Pya zay		
193	Simankine		
194	Padaythar		
195	Sar Dike		
196	Ponename.		
197	Ba PHO Zay		
198	Awine Lay		
199	1 Gate		
200	13 Zay		
201	Hospital		
202	Phyalan		
203	10zay		
204	Padaythar		
205	Yoneshae		
206	Gate Haung		
207	Kalarpayar.		
208	Myin thar		
209	Bali		
210	Pin ya		
211	3 Wine		
212	Nan dawon		
213	Tagaung		
214	Marlar Gwae		
215	Nyaung Pin		
216	Myint Zu		
217	Chaw Twingone		
218	Chaw Twingone		
219	BPI		
220	Phyashae		
221	Workshop		
222	Okinwa		
223	Panchan		

224	Panchan		
225	BOC		
226	Kalarphyakyaung		
227	Sinyae Twin		
228	Butaryone		
229	Inseinzay		
230	Htaung Bu Wa		
231	Pauktaw wa		
232	Nyin Pin		
233	ABC		
234	Than Lan		
235	Seint John	Pyay	
236	Sar Dike	Upper puzontaung	
	CBD Area		
1	KiLii		
2	Phone Gyi		
3	Nyaung Pinlay zay		
4	New		
5	New		
6	Lan 50		
7	Bozalayzay		
8	Lan 32		
9	Maw Tin		
10	Hleden		
11	15 Lan		
12	Latha		
13	Konzaytan		
14	Barlan		
15	Pansodan		
16	46 Lan		
17	Lan 50		
18	New		
19	New		
20	New		
21	Lan 50		
22	46 Lan		
23	Oe Eain		
24	Pansodan		
25	Bokyokezay		
26	Say Yone Gyi		
27	Thayettaw		
28	Bahosi		
29	Sule		
30	Mahabandoola Park		
31	New		
32	Bogalayzay		

33	Lan 30		
34	15 Lan		
35	Latha		
36	Theingyizay		
37	New		
38	New_Interchange		
39	Panchan Interchange		
40	Panchan Interchange		
41	Sule_CIty_Hall		
42	Thidar Seik		

Design and Technical Drawing of Bus Shelters

Design and Technical Drawing of CIP

Contract Guarantee Form (to be discuss)

Date ___________

To:

[•••] YCDC.

Dear Sir/Madam

Letter of Guarantee No.

1. We hereby give our guarantee to pay up any sum up to **MMK [•••] Kyat) plus statutory VAT** (hereinafter: the "**Guarantee Amount**") being or becoming due to you from ______ (hereinafter: the "**Guaranteed Party**") in connection with **Contract dated ________** between the Guaranteed Party and the [•••] YCDC.

2. We shall pay you the Guarantee Amount together with index-linkage differentials as specified in clause 3 below within seven (7) days of receipt of your demand, of such amount from the Guaranteed Party, on condition that the amount paid by us under this guarantee does not exceed the Guarantee Amount with the addition of index-linkage differentials as specified in clause 3 below.

3. In this guarantee:

"**Consumer price index**" -	The consumer price index published every month by the Central Bureau of Statistics and/or anybody replacing it, or any other index published in its stead.
"**Base index**" -	The last consumer price index published (monthly) before the date of signature of the contract.
"**Determining index**" -	The consumer price index (monthly) last published before the date of payment of the Guarantee Amount.
"**Index-linkage differentials**"	- The rate of increase or decrease of the determining index compared to the base index. If prior to the date of payment of the Guarantee Amount it is found that the determining index has increased or decreased, as compared to the base index, the Guarantee Amount shall be paid increased or reduced according to the increase or decrease in the determining index compared to the base index.

4. This guarantee shall remain in force from the date of this Letter of Guarantee until the date of expiry of the Contract (inclusive).

5. Any payment demand pursuant to this guarantee must be delivered in writing to our branch at the following address: ____________________, and must reach said branch by (day) ________ (time) _____.

6. Our undertaking herein is not transferable or assignable.

Sincerely yours,

Bank: ______________

Branch: ____________

Appendix D of the Contract

Confirmation on Procuring Insurance

Date: __________

To:

[•••] YCDC

Dear Sir/Madam,

Re: Contract between you and ___________ (hereinafter: the "Company") for installation, maintenance and operation of Items and the grant of a right to advertise on these Items in the Territory (hereinafter: the "Works")

Were hereby confirm that as from ________ until ________ we have procured the insurance detailed below for the protection of the Company, subcontractors, the [•••] YCDC and the designees of the above against loss, damage or liability connected with or arising from the performance of the Works the subject of said contract:

1. The insurance includes the following policies:

1.1 **Third party liability insurance**

Insurance of legal liability toward third parties in respect of injury or damage to the person and/or property of any person and/or body whatsoever during the Contract Term, for limits of liability being not less than [•••] Kyat for any one event and for an annual period of insurance. The insurance shall not include any limitation on liability arising from fire, explosion, panic, lifting equipment, loading and unloading, any harmful thing in food or drink, riots, strikes, malicious damage, liability in respect of and toward contractors and subcontractors, and subrogation claims by the National Insurance Institute. The insurance shall include a "cross liability" clause, according to which the insurance shall be deemed as if it was effected separately for each of the individuals of the insured.

The cover applies explicitly also to the installation and maintenance works.

1.2 **Employer's liability insurance**

Insurance of the Company's and subcontractors liability toward those employed by them within the framework of the Contract, in respect of bodily injury or disease caused to any of them during the term of the engagement, in the course of and consequent on the Contract, for a limit of liability being not less than [•••] Kyat for any one claimant, for any one event and for an annual period of insurance. This insurance shall not include any limitation on works at a height and at a depth, hours of work, contractors, subcontractors and their workers, baits and poisons and juvenile employment.

The cover applies explicitly also to the installation and maintenance works.

1.3 **Property insurance**

Insurance covering the Items and any other equipment used by the Company and/or subcontractors within the framework of the Contract, for their full value, against loss or damage due to generally accepted risks in extended fire insurance, including fire, smoke, lightning, explosion, earthquake, storm and tempest, flood, damage due to liquids and bursting of pipes,

impact by motor vehicle, impact by aircraft, strikes, riots, malicious damage and break- in.

2. We hereby confirm that the Company alone shall bear the premium payment.

3. We hereby confirm that the above policies are basic policies taking precedence over any other policies effected by YCDC and/or the designees of the above, and we waive any demand or contention concerning participation of the policies of YCDC.

4. The policies include an express clause concerning the waiver of our right of subrogation against YCDC and the designees of the above and against any person or body whom YCDC undertook to indemnify or who is connected with the Works.

The above policies shall not be limited or cancelled during the period of insurance, unless notice to such regard is sent to you by registered post at least 60 days in advance.

Subject to the terms and limitations of the original policies to the extent that they have not been explicitly modified by that stated in this confirmation.

Sincerely yours,

__________________________ __________________________

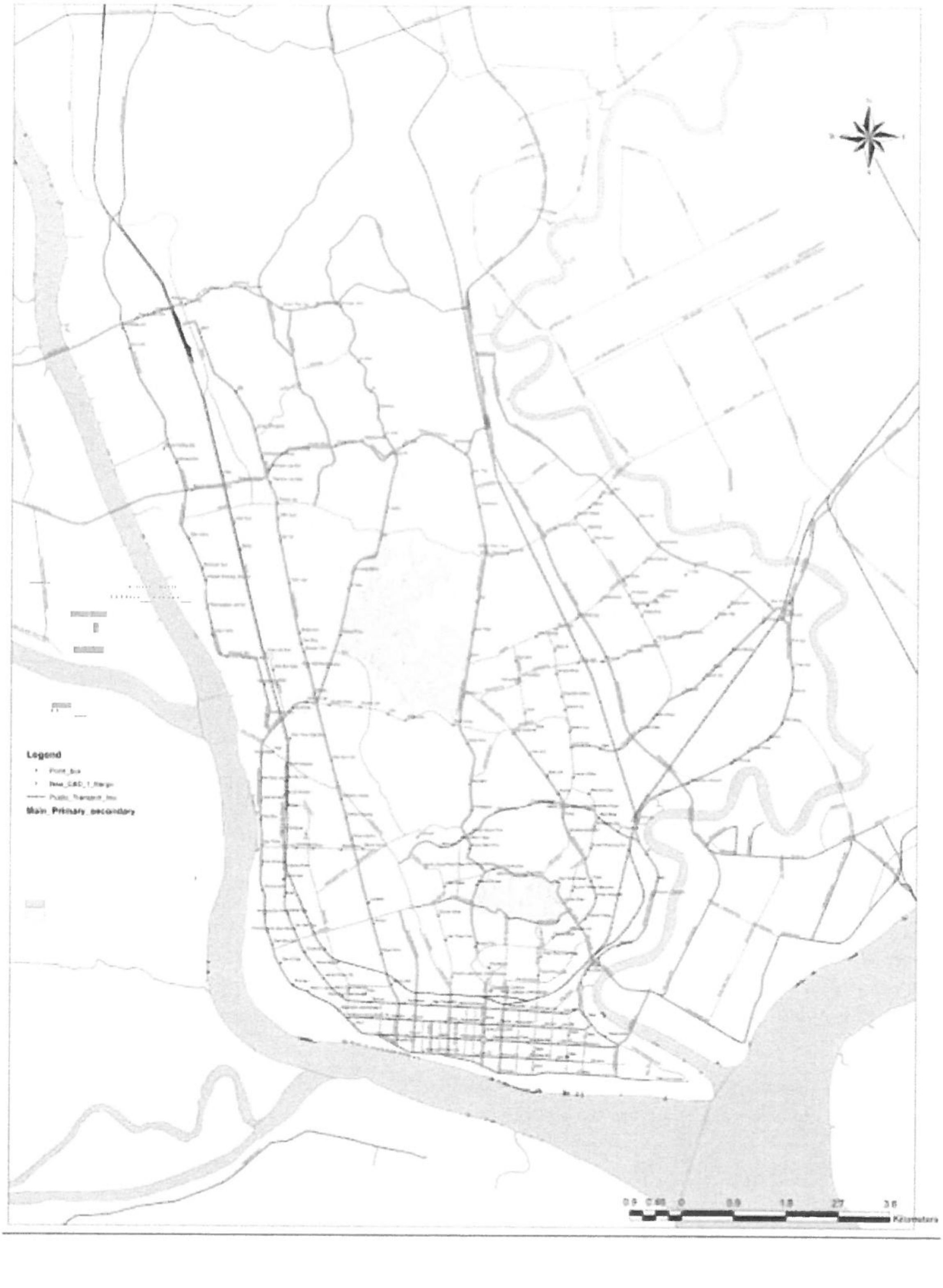
Signatory's name and title Insurer's signature and stamp

Appendix E of the Contract

Time Schedule of Installation Plan

Identification of the Territory

Identification or the Territory



Appendix G to the Contract

Design and Technical Drawing of Supplementary Items

The Law Chambers

Room-306, Building (A), Tetkatho Yeikmon Housing,
No.25(D), New University Avenue Road, Bahan Township,
Yangon, **Myanmar**.
Website: www.thelawchambersmm.com

Tel: + 951-557990 / 559467 / 559894 / + 959 - 731 50 632
Fax: + 951-557990 / 248108
Emails: law_chambers@seasiren.com.mm
tinpandi-aung@mptmail.net.mm

Our Ref : JCD/REG/TM/JCD/11-2013
Your Ref: -

Dated. 08 January, 2014

To,
JCDecaux SA
Direction Juridique
ZI Sainte Apolline
78378 Plaisir Cedex
France.

Reçu le
17 JAN. 2014
Propriété Intellectuelle

Attention: Carine LACOUR

Dear Sirs,

Re: Trademark Application in Myanmar
TM: JCDecaux - Reg. No. 4/13827/2013 for Int'l Classes 6, 9, 35, 38 & 42
In the name of JCDecaux SA.

We are pleased to forward you the duly registered declarations in respect of the above mentioned-mark in Five Classes together with our original invoice towards registration attendance.

Kindly acknowledge upon receipt.

Yours sincerely,

Tin Thiri Aung (Ms)
For Ms. Tin Ohnmar Tun

SPECIAL ADHESIVE K 300

29 NOV 2013

DECLARATION OF OWNERSHIP OF TRADEMARK

I, director/manager of JCDecaux SA, a company organized under

the laws of France carrying on business as and having its principal office at

at 17 rue Soyer, 92 200 Neuilly-sur-Seine, France.
[hereinafter called "the company"] hereby declare that:-

1. The company is the owner and proprietor of the following trademark viz:-

JCDecaux

2. The said trademark consists of: **JCDecaux** written like this with the 3 first letters in capital letters and the others in small letters

3. The above mentioned trademark is used in respect of:

International Class 6

Billposting panels and columns for displaying, signaling, information, communication and advertising purposes, mainly made out of metal, moving or not, with stationary or moving display; kiosk mainly made out of metal; shelter for travelers mainly out of metal; metal installations for bicycle parking, namely metal fastening posts for bicycles, metal fastening rings for bicycles; benches mainly made out of metal; containers for the recovery of glass or batteries mainly made out of metal.

International Class 9

Electrical or electronical panels and columns for signaling, billposting, information, communication and advertising purposes illuminated or not, with moving or stationary display, illuminated signs, illuminated tubes for advertising purposes, illuminated or mechanical signaling, interactive terminals as information sources to the public. Stationary or portable telecommunication apparatus intended for providing information to the public transportation users. Software.

International Class 35

Advertising services; promotional services; advertising management; billposting services; outdoor advertising; advertising concession services for companies, towns, administrations, underground railways, sports halls, theatres, cinemas, airports, railway stations, shopping centres, municipal services: rental of advertising space on street furniture (advertising boards, columns, kiosks, bins, benches, street lamps, passenger shelters, public conveniences, containers and advertising awnings), whether in towns, underground railways, sports halls, theatres, cinemas, airports, railway stations, shopping centres or other buildings; advertising via the Internet; advertising via mobile telephones; business promotion among other by supplying privileged user cards; public relations; advertising in luminous form, namely dissemination of advertising matter; dissemination of advertising matter; rental of networks of advertising spaces (located on furniture, panels, vehicles...) for the display of advertising campaigns; distribution and dissemination of advertising materials (tracts and prospectuses, samples, posters);

ပါဝင်သင့် ရေးမှတ်ချက်များကို စာမျက်နှာ ၂...၄...၇
တွင်ကြည့်ပါ။

စာချုပ်စာတမ်းမှတ်ပုံတင်ဌာနမှူး

နေ့စွဲ ၂၁.၁၁.၂၀၁၃ စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး

[illegible] မြို့။

advertising production services; management of advertising spaces; billposting consultancy; advertising consultancy; rental of advertising material and advertising space; rental of advertising panels; organisation of events for advertising purposes; document reproduction services; market surveys; marketing research; publication of advertising texts; direct mail advertising; marketing services in the field of advertising; advertising agency i.e. projects in the field of advertising. Advertising on vehicles namely buses and wagons. Advertising on transport stations namely on subways stations.

International Class 38
Communications by optic fiber networks, computer terminals, telephones, radiophone by Internet and by satellites; sending, exchange and transmission of information, messages, data, sounds and images by optic fiber networks, by radio waves, by cables, by computer terminals, by telephone, radiophone, telematic by Internet, by satellites; electronic bulletin board. Rental of access times to a server center. Electronic messaging.

International Class 42
Computing services namely computer programming, design and updating of software; three-dimensional or paper media cartographic services, graphic arts design services; creation, design, development and programming of multimedia products.

DECLARED AT Neuilly-sur-Seine on the 1st day of October 2013.

IN THE PRESENCE OF:-

Patrick GOURDEAU, Group General Counsel

(Signature)
Declarant

၄

.... ၄ .... အရေး အတွက်တော်

.... ၂၁၉၆ ....

.... ၁၈...၁၉...၂၂ ၆၉၊ ၃၂၊ ၃၁ ....)

မှတ်ပုံတင်စာအုပ် ၁

စာချုပ်စာတမ်းမှတ်ပုံတင်ဌာနမှူး

နေ့စွဲ ၂၊၁၂၊၁၃ စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး

ရန်ကုန်မြို့။

TIN THIRI AUNG (Fr:U Htay Aung)
12/YaKaNa (Naing) 063400
Register No. 193/13
Dated. 28 October 2013
at the Embassy of the Republic
of the Union of Myanmar,
Paris, France.

TIN THIRI AUNG(Fr:U Htay Aung)
12/YaKaNa (Naing) 063400
53/55 Mahabandoola Garden
Street, Yangon, Myanmar.

MAY KYI MYOE THINN
(Fr: U MYOE SEIN)
13/KaLaNa (Naing) 000453
53/55 Mahabandoola Garden
Street, Yangon, Myanmar.

MYO WIN (Fr. U Thet Shin)
S/OKA-068630
53/55 Mahabandoola Garden
Street, Yangon, Myanmar.

စာချုပ်စာတမ်းမှတ်ပုံတင်ဌာနမှူး
နေ့စွဲ ... စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး
ရန်ကုန်မြို့။

စာချုပ်စာတမ်းမှတ်ပုံတင်ဌာနမှူး
နေ့စွဲ ... စာချုပ်စာတမ်းမှတ်ပုံတင်ရုံး
ရန်ကုန်မြို့။

ENGLISH TRANSLATION OF THE MYANMAR ENDORSEMENT

appearing on page 1

DECLARATION OF OWNERSHIP OF TRADEMARK

Re : JCDecaux SA,
TM : "JCDecaux" (Classes 6, 9, 35, 38 & 42)- Reg.No.4/13827/2013

See Endorsements on page.5

Stamp Duty Kyats. 25/- correct
under First Schedule, Number (4)
of the Myanmar Stamp Act.

Date. 02 December, 2013

Admissible under Section 23, 29, 32
and 35 of the Myanmar Registration Act.

Sd/- xxxxx
Assistant Director
Deeds Registration Office, Yangon.

Registration Fee Kyats.6/- received.

Dated. 02 December, 2013

Sd/-xxxxx
Assistant Director
Deeds of Registration
Office, Yangon.

ROUND SEAL OF THE DEEDS REGISTRATION OFFICE
YANGON.

ENGLISH TRANSLATION OF MYANMAR ENDORSEMENT

appearing on page 2

Submitted by DAW TIN THIRI AUNG
Attorney of JCDecaux SA,
France vide Power of Attorney
Dated 28 October, 2013 of the Myanmar
Embassy, before the Registrar of
Deeds, Yangon, 02 December, 2013
at Hr.

19433
Sd/-XXXX
THUMB IMPRESSION
(1) DAW TIN THIRI AUNG
12/Ya Ka Na (Naing) 063400
Register No.193/13
dated 28 October, 2013
At the Embassy of the Union of
Myanmar, France.

Date. 02 December, 2013

Sd/-xxxx
Assistant Director
Deeds Registration
Office, Yangon.

Admitted the execution of the DEED
by the above named DAW TIN THIRI AUNG

19433
Sd/-xxxxx
THUMB IMPRESSION
(2) DAW TIN THIRI AUNG
12/Ya Ka Na (Naing) 063400
53/55 Mahabandoola Garden
Street, Yangon, Myanmar.

Identified by MAY KYI MYOE THINN
of No.53/55 Mahabandoola Garden Street,
Yangon, Myanmar.

Date: 02 December, 2013
(Date of Application)

19434
Sd/-xxxx
THUMB IMPRESSION
(3) MAY KYI MYOE THINN
13/Ka La Na (Naing) 000453
53/55 Maharbandoola Garden
Stree, Yangon, Myanmar.

Sd/-xxxx
Assistant Director
Deeds Registration
Office, Yangon.

Registered as Deed No.13827 of 2013
duly registered in Book No.4 - Extra,
Volume-3534 pages.90/92.

Date : 16 December, 2013
(Date of Registration)

Sd/-xxxxx
(4) MYO WIN
S/OKA-068630
53/55 Mahabandoola Garden
Street, Yangon, Myanmar.

Sd/-xxxx
Assistant Director
Deeds Registration
Office, Yangon.

ROUND SEAL OF THE DEEDS REGISTRATION OFFICE
YANGON.

APPENDIX XIV 10/16/2017

FMI JCDecaux

Appendix 16 - Evidence of Experience and Technology

Experience
Technical Solvency
Quality Assurance Standards Certifications

FMI JCDecaux

Experience

Experience

Founded in

1964 by Mr Jean-Claude Decaux who invented the Street Furniture concept

The underlying idea: **to install and maintain high-quality street furniture in public areas and to operate part of these installations for advertising purposes.**

53 years of experience in Street Furniture



JCDecaux

Experience

Today, JCDecaux has operations in			
	75+ countries	4,435 cities	1,129,410 advertising panels
	390m+ people worldwide every day	12,850 employees	3,393m€ 2016 Group revenue

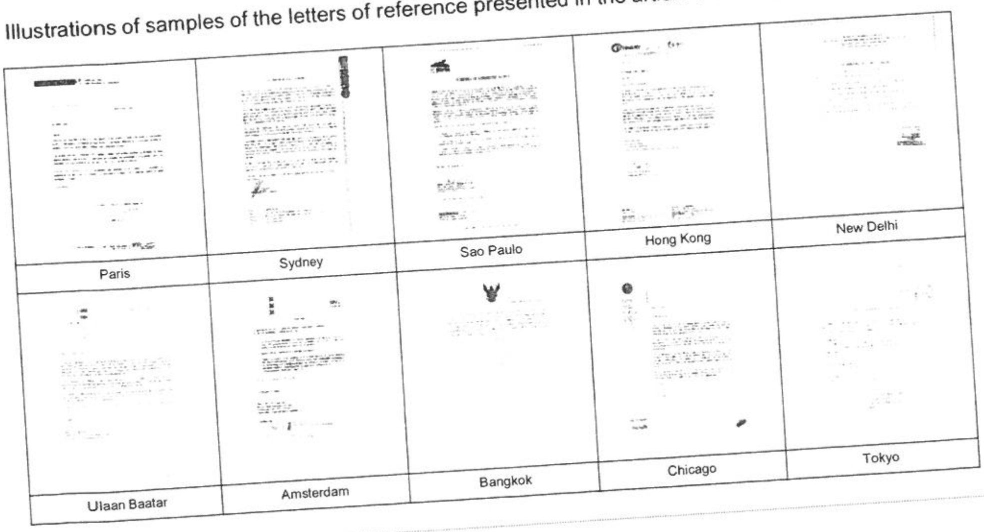


N°1 Outdoor Advertising Company in the World

JCDecaux

Affidavit of Proof

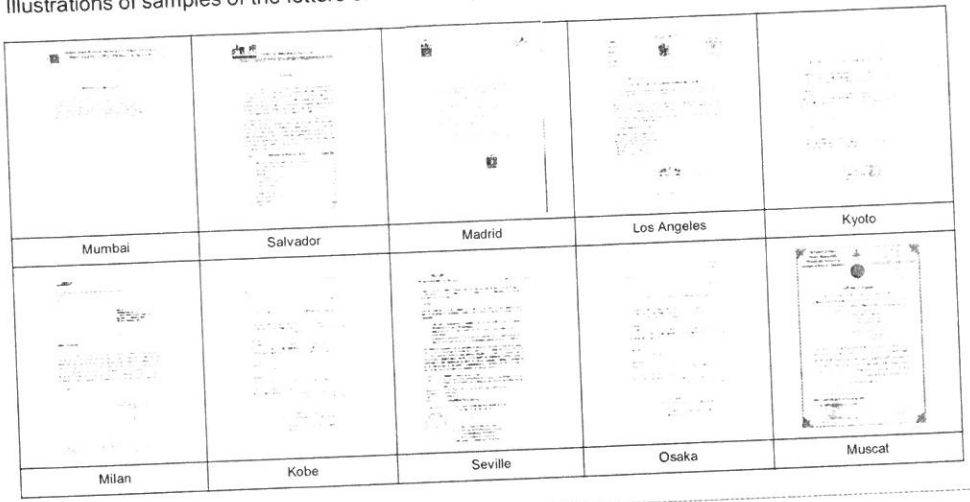
Illustrations of samples of the letters of reference presented in the article 5 of the present offer



JCDecaux

Affidavit of Proof

Illustrations of samples of the letters of reference presented in the article 5 of the present offer



JCDecaux

Evidence of Experience and Technology

- Experience
- **Technical Solvency**
- Quality Assurance Standards Certifications

JCDecaux

Technical History

The JCDecaux street furniture are 100% designed by the 130 engineers of its own Research and Development Department. These engineers are recruited from the best international engineers schools and universities. They are all experts in their technical area: mechanical, work of steel, aluminum profiling, painting and coating treatment, wood, electricity, lighting, glass, energy saving: for each component of a street furniture, the highest skills exist at JCDecaux R&D Department.



This competence has been enriched for ten years to accompany the revolution of the digital signage, connectivity and the big data revolution. With now more than 50 engineers dedicated to the new technologies and gathered in the MediaLab entity of the R&D Department, JCDecaux is the only Out of Home media in the world able to develop its own LED and LCD screens.

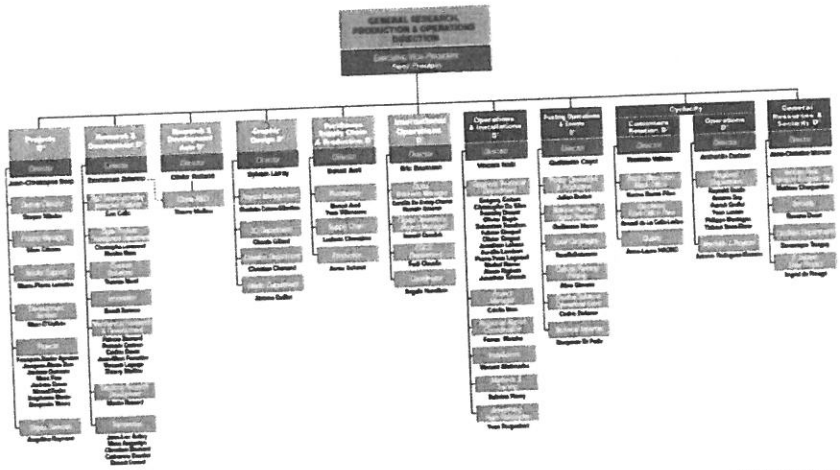


In 53 years, the JCDecaux Research and Development has developed more than 10,000 products, resulting in registering 650 patents and 8,000 design patents in 68 countries.

JCDecaux

Organization chart of Research Production and Operations

Organization chart of the General Research Production and Operations Directions

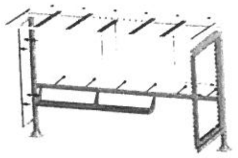


JCDecaux

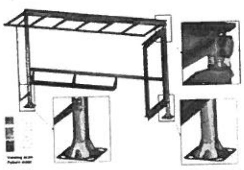
Technical Details

This fully integrated conception enables JCDecaux to produce the best products, ensuring their technical features and their utmost safety. The conception tools used by JCDecaux engineers are the most performant ones, the same used in the aeronautical industry for example (Pro Engineer). For each furniture, extreme weather conditions are simulated to make sure the furniture will fit the climate of the city for which it is proposed. Accidental misuses of the furniture are also simulated to make sure they will keep users safe even in odd conditions.





1. Definition of the front wind load



2. Von Mises stress on bus shelter structure



3. Distortion under front wind effect

JCDecaux

Evidence of Experience and Technology

- Experience
- Technical Solvency
- **Quality Assurance Standards Certifications**

EMI JCDecaux

Quality Assurance Standards Certifications

Internationally Recognized Quality

The quality of JCDecaux's products has been certified according to the norm **ISO 9001/2000**

This recognition of JCDecaux's "know-how" by an independent body at world level is a great reward for the efforts made to optimize and control the quality for more than 50 years by the JCDecaux Group which is dedicated to the manufacture of urban furniture.

JCDecaux adopted the quality reference published by the "International Standards Organization" (ISO) and has a totally reliable quality control system.

This worldwide federation composed of national bodies from more than 100 countries publishes internationally recognized norms, among which is ISO 9001.

This certification demonstrates the high standard of JCDecaux's furniture. To optimize and control the quality has always been the top priority of JCDecaux and all the subsidiary companies of the group, generating the trust placed in us by 4,435 cities in the world in which we have sold our furniture (see the list in section 4 of this presentation).

This quality norm describes the group of operations that allow a street furniture project to be performed in accordance to the requirements defined by the Sets of Conditions of our clients.

The certifying body awarded us the ISO 9001/2000 certification that accredits our total quality process in the area of manufacture, assembly, installation, maintenance of communication supports and street furniture, research and the commercial exploitation of communication spaces.

11

EMI JCDecaux

Quality Assurance Standards Certifications

To Optimize and Control the Quality Objective of "Zero Defects"

Prototypes

For each piece of street furniture developed by the Department for Research and Design of JCDecaux Group a prototype is made which has to be passed by the Department for Quality Control. Our prototypes are mechanically and thermally tested to check their resistance.

Suppliers

Our suppliers are chosen for their technical qualities and generally have their own Quality Control Services and certified Quality Systems. The Department for Quality Control is in charge of seeing that the quality requirements of each of the suppliers are met and also the systematic controls of the entire internal and external production of the company.

Production

The Quality Control Team also controls pieces received from the suppliers. These are checked according to the specifications and the plans laid down by the Department for Research and Design all of which have to comply with a check list. Another series of tests is systematically carried out at the end of the assembly line before the furniture is sent to our internal clients (agencies and subsidiary companies).


JC DECAUX SA
ISO 9001 : 2008

12

JCDecaux

Quality Assurance Standards Certifications

JCDecaux Incorporates the FTSE4Good Index

FTSE4Good is a series of new indexes conceived to show the profitability of socially responsible companies. The indicator covers five markets: the United Kingdom, Europe, Japan, the United States and the international market.

Once the evaluation procedure has been finalized by the British Research Organization EIRIS (Ethical Investment Research), JCDecaux will be added to the FTSE4Good L21 index of March 2005.

This stock market index, which comprises of 800 international companies, responds to strictly identified norms of social responsibility which include:

- Environmental returns
- Management of relations with the parties involved (shareholders, clients, suppliers)
- Internal company policies (work, labor conditions etc.) and external (human rights and the rights of local communities, sponsorship etc.)


Certificate of Membership

JC Decaux

FTSE4Good

Index Series

FTSE

13

JCDecaux

Quality Assurance Standards Certifications

ISO 14001 Certification

JCDecaux holds the ISO 14001 certificate, established in accordance with norm ISO 14001 and the certificate issued by the Veritas Bureau.

Therefore we undertake to:

- Respect all current legislation and regulations governing environmental matters
- Reduce to a minimum the negative effects of our activities on the environment
- Establish methods for continuous improvement, studying and revising on a daily basis the environmental impact of our actions and looking for new ways to improve


JC DECAUX SA

ISO 9001 : 2008

14

A Joint Venture between

JCDecaux

APPENDIX XV

MIC Proposal
FMIDecaux Co., Ltd

FMIDecaux Company Limited

Annual Services to be provided

No.	Description of Services		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1	Bus Shelters	Unit	120	250	250	425	500	500	500	500	500	500
		Price in USD***	1,127	1,161	1,196	1,232	1,268	1,307	1,346	1,386	1,428	1,470
		Total Value of Services	135,240	290,203	298,909	523,389	634,224	653,251	672,848	693,034	713,825	735,240
2	City Information Panels	Unit	120	250	250	425	500	500	500	500	500	500
		Price in USD***	431	444	457	471	485	500	515	530	546	562
		Total Value of Services	51,720	110,983	114,312	200,160	242,547	249,824	257,318	265,038	272,989	281,179
3	Yangon Maps	Unit	-	50	50	50	50	50	50	50	50	50
		Price in USD	No revene is generated from these items.									
		Total Value of Services										
4	Kiosk or Information Columns	Unit	-	60	60	60	60	60	60	60	60	60
		Price in USD	No revene is generated from these items.									
		Total Value of Services										
5	Drinking Fountains	Unit	-	20	20	20	20	20	20	20	20	20
		Price in USD	No revene is generated from these items.									
		Total Value of Services										
6	Litter Bins	Unit	-	500	500	500	500	500	500	500	500	500
		Price in USD	No revene is generated from these items.									
		Total Value of Services										
7	Battery Recycling Containers	Unit	-	20	20	20	20	20	20	20	20	20
		Price in USD	No revene is generated from these items.									
		Total Value of Services										
8	Showcase	Unit	1	1	1	1	1	1	1	1	1	1
		Price in USD	No revene is generated from these items.									
		Total Value of Services										

*** Revenue is generated from the advertising panels.

FMIDecaux Company Limited

Annual Services to be provided

No.	Description of Services		Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
1	Bus Shelters	Unit	500	500	500	500	500	500	500	500	500	500
		Price in USD***	1,515	1,560	1,607	1,655	1,705	1,756	1,809	1,863	1,919	1,976
		Total Value of Services	757,297	780,016	803,416	827,519	852,344	877,915	904,252	931,380	959,321	988,101
2	City Information Panels	Unit	500	500	500	500	500	500	500	500	500	500
		Price in USD***	579	597	615	633	652	671	692	712	734	756
		Total Value of Services	289,614	298,302	307,251	316,469	325,963	335,742	345,814	356,189	366,874	377,881
3	Yangon Maps	Unit	50	50	50	50	50	50	50	50	50	50
		Price in USD		No revenue is generated from these items.								
		Total Value of Services										
4	Kiosk or Information Columns	Unit	60	60	60	60	60	60	60	60	60	60
		Price in USD		No revenue is generated from these items.								
		Total Value of Services										
5	Drinking Fountains	Unit	20	20	20	20	20	20	20	20	20	20
		Price in USD		No revenue is generated from these items.								
		Total Value of Services										
6	Litter Bins	Unit	500	500	500	500	500	500	500	500	500	500
		Price in USD		No revenue is generated from these items.								
		Total Value of Services										
7	Battery Recycling Containers	Unit	20	20	20	20	20	20	20	20	20	20
		Price in USD		No revenue is generated from these items.								
		Total Value of Services										
8	Showcase	Unit	1	1	1	1	1	1	1	1	1	1
		Price in USD		No revenue is generated from these items.								
		Total Value of Services										

*** Revenue is generated from the advertising panels.

Cleaning & Maintenance

Cleaning Schedule

Every Day

1. Detailed inspection of the street furniture items
2. Elimination of all flyers or graffiti, if any
3. Quick cleaning if needed upon control result

Every Week

1. Cleaning of the superior part of the ceiling and draining of rain water, when necessary (bus shelters)
2. Cleaning of all outer elements (with water and soap)
3. Cleaning of all glasses: protection glass and advertising box
4. Drying of all the washed elements
5. Cleaning of the ground (tiles for bus shelters) and immediate surroundings

Every Month

1. Cleaning of all inner parts and of the advertising panels
2. Cleaning of the meth acrylics plates and replacement in location where it is damaged

Cleaning methodology diagram



A Joint Venture between

FMI JCDecaux

APPENDIX XVI

MIC Proposal
FMIDecaux Co., Ltd

FMIDecaux Company Limited
Annual Electricity Requirement

Year	1	2	3	4	5
Installation Electricity Usage (kWh)	284700	427050	0	427050	284700
Operating Electricity Consumption (kWh)	0	284700	711750	711750	1138800
Total Usage (kWh)	**284700**	**711750**	**711750**	**1138800**	**1423500**

Year	6	7	8	9	10
Installation Electricity Usage (kWh)	0	0	0	0	0
Operating Electricity Consumption (kWh)	1423500	1423500	1423500	1423500	1423500
Total Usage (kWh)	**1423500**	**1423500**	**1423500**	**1423500**	**1423500**

Year	11	12	13	14	15
Installation Electricity Usage (kWh)					
Operating Electricity Consumption (kWh)	1423500	1423500	1423500	1423500	1423500
Total Usage (kWh)	**1423500**	**1423500**	**1423500**	**1423500**	**1423500**

Year	16	17	18	19	20
Installation Electricity Usage (kWh)					
Operating Electricity Consumption (kWh)	1423500	1423500	1423500	1423500	1423500
Total Usage (kWh)	**1423500**	**1423500**	**1423500**	**1423500**	**1423500**

A Joint Venture between

FMI JCDecaux

FMIDecaux Company Limited

Annual Water Requirement

APPENDIX XVII

MIC Proposal

FMIDecaux Co., Ltd

Years	1	2	3	4	5	6	7	8	9	10
Water Consumption (m^3)	800	800	800	800	800	800	800	800	800	800

Years	11	12	13	14	15	16	17	18	19	20
Water Consumption (m^3)	800	800	800	800	800	800	800	800	800	800

FMIDecaux Company Limited
Employee Salary List

Local

Position	Employees (Year 1 & 2)	Year1	Year 2	Employees (Year 3 & 4)	Year 3	Year 4	Employees (Year 5 to 20)	Year 5	Year 6	Year 7	Year 8	Year 9
Operation Manager	1	16,800,000	16,800,000	1	19,595,520	19,595,520	1	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215
Operation Supervisor	0			1	13,996,800	13,996,800	2	32,651,735	32,651,735	32,651,735	32,651,735	32,651,735
Operation Staff	5	30,000,000	30,000,000	10	69,984,000	69,984,000	20	163,258,675	163,258,675	163,258,675	163,258,675	163,258,675
Warehouse officer	1	1,344,000	1,344,000	1	1,567,642	1,567,642	1	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497
Contract Relation Manager	0			1	22,394,880	22,394,880	1	26,121,388	26,121,388	26,121,388	26,121,388	26,121,388
Contract Relation Staff	1	8,400,000	8,400,000	1	9,797,760	9,797,760	1	11,428,107	11,428,107	11,428,107	11,428,107	11,428,107
Sales Manager	1	16,800,000	16,800,000	1	19,595,520	19,595,520	1	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215
Sales Executive	2	19,200,000	19,200,000	4	44,789,760	44,789,760	9	117,546,246	117,546,246	117,546,246	117,546,246	117,546,246
Marketing	0			1	19,595,520	19,595,520	2	45,712,429	45,712,429	45,712,429	45,712,429	45,712,429
Finance/HR/IT Manager	1	16,800,000	16,800,000	1	19,595,520	19,595,520	1	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215
Accountants	1	9,600,000	9,600,000	1	11,197,440	11,197,440	3	39,182,082	39,182,082	39,182,082	39,182,082	39,182,082
Assistant to GM	1	8,400,000	8,400,000	1	9,797,760	9,797,760	1	13,060,694	13,060,694	13,060,694	13,060,694	13,060,694
IT	0			1	11,197,440	11,197,440	1	11,428,107	11,428,107	11,428,107	11,428,107	11,428,107
Office Helper	1	1,344,000	1,344,000	1	1,567,642	1,567,642	1	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497
Office Driver	1	1,344,000	1,344,000	1	1,567,642	1,567,642	1	8,162,934	8,162,934	8,162,934	8,162,934	8,162,934
Driver for GM	1	6,000,000	6,000,000	1	6,998,400	6,998,400	1	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497
Receptionist	0			1	2,799,360	2,799,360	1	3,265,174	3,265,174	3,265,174	3,265,174	3,265,174
Total	17	136,032,000	136,032,000	29	286,038,605	286,038,605	48	545,871,706	545,871,706	545,871,706	545,871,706	545,871,706

Position	Employees (Year 5 to 20)	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Operation Manager	1	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215
Operation Supervisor	2	32,651,735	32,651,735	32,651,735	32,651,735	32,651,735	32,651,735	32,651,735	32,651,735	32,651,735	32,651,735	32,651,735
Operation Staff	20	163,258,675	163,258,675	163,258,675	163,258,675	163,258,675	163,258,675	163,258,675	163,258,675	163,258,675	163,258,675	163,258,675
Warehouse officer	1	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497
Contract Relation Manager	1	26,121,388	26,121,388	26,121,388	26,121,388	26,121,388	26,121,388	26,121,388	26,121,388	26,121,388	26,121,388	26,121,388
Contract Relation Staff	1	11,428,107	11,428,107	11,428,107	11,428,107	11,428,107	11,428,107	11,428,107	11,428,107	11,428,107	11,428,107	11,428,107
Sales Manager	1	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215
Sales Executive	9	117,546,246	117,546,246	117,546,246	117,546,246	117,546,246	117,546,246	117,546,246	117,546,246	117,546,246	117,546,246	117,546,246
Marketing	2	45,712,429	45,712,429	45,712,429	45,712,429	45,712,429	45,712,429	45,712,429	45,712,429	45,712,429	45,712,429	45,712,429
Finance/HR/IT Manager	1	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215	22,856,215
Accountants	3	39,182,082	39,182,082	39,182,082	39,182,082	39,182,082	39,182,082	39,182,082	39,182,082	39,182,082	39,182,082	39,182,082
Assistant to GM	1	13,060,694	13,060,694	13,060,694	13,060,694	13,060,694	13,060,694	13,060,694	13,060,694	13,060,694	13,060,694	13,060,694
IT	1	11,428,107	11,428,107	11,428,107	11,428,107	11,428,107	11,428,107	11,428,107	11,428,107	11,428,107	11,428,107	11,428,107
Office Helper	1	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497
Office Driver	1	8,162,934	8,162,934	8,162,934	8,162,934	8,162,934	8,162,934	8,162,934	8,162,934	8,162,934	8,162,934	8,162,934
Driver for GM	1	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497	1,828,497
Receptionist	1	3,265,174	3,265,174	3,265,174	3,265,174	3,265,174	3,265,174	3,265,174	3,265,174	3,265,174	3,265,174	3,265,174
Total	48	545,871,706	545,871,706	545,871,706	545,871,706	545,871,706	545,871,706	545,871,706	545,871,706	545,871,706	545,871,706	545,871,706

Foreign

Position	Employees (Year 1 & 2)	Year1	Year 2	Employees (Year 3 & 4)	Year 3	Year 4
General Manager (EXPAT)	1	32,612,538	32,612,538	1	415,183,705	415,183,705
Total	1	32,612,538	32,612,538	1	415,183,705	415,183,705

Position	Employees (Year 5 to 20)	Year 5	Year6	Year7	Year8	Year9
General Manager (EXPAT)	1	440,468,392	440,468,392	440,468,392	440,468,392	440,468,392
Total	1	440,468,392	440,468,392	440,468,392	440,468,392	440,468,392

Position	Employees (Year 5 to 20)	Year10	Year 11	Year 12	Year 13	Year 14
General Manager (EXPAT)	1	440,468,392	440,468,392	440,468,392	440,468,392	440,468,392
Total	1	440,468,392	440,468,392	440,468,392	440,468,392	440,468,392

Position	Employees (Year 5 to 20)	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
General Manager (EXPAT)	1	440,468,392	440,468,392	440,468,392	440,468,392	440,468,392	440,468,392
Total	1	440,468,392	440,468,392	440,468,392	440,468,392	440,468,392	440,468,392

A Joint Venture between

FMI | JCDecaux

MIC Proposal
FMIDecaux Co., Ltd

Date: 6 November 2017

To:

Chairman
Myanmar Investment Commission

Subject: Employees Welfare Program

As we consider employees as our key assets, we will arrange the following welfare and job satisfaction benefits for our employees at FMIDecaux Co., Limited.

- Competitive Salary
- Overtime Payment
- Proper Safety Equipment
- Performance-based Annual Bonus
- First Aid Kit
- Annual & Medical Leave
- Developmental Trainings

Yours sincerely,

Zarchi

Daw Zarchi Tin
Director
FMIDecaux Company Limited

FMIDecaux Company Limited
344FC
2017-2018

FMIDecaux Company Limited
In USD

Profit & Loss	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Income										
Advertising Revenue	994,080.00	1,234,667.50	1,596,712.98	3,087,944.96	5,141,165.19	5,758,105.01	7,053,678.64	7,406,362.57	7,776,680.70	8,165,514.73
Production Revenue	49,704.00	61,733.38	79,835.65	154,397.25	257,058.26	287,905.25	352,683.93	370,318.13	388,834.03	408,275.74
Total Revenue	1,043,784.00	1,296,400.88	1,676,548.62	3,242,342.20	5,398,223.45	6,046,010.26	7,406,362.57	7,776,680.70	8,165,514.73	8,573,790.47
Expenses										
Revenue Sharing	(49,380.00)	(61,058.38)	(79,160.65)	(183,899.70)	(357,991.56)	(458,488.40)	(632,401.08)	(737,936.26)	(852,464.88)	(976,621.77)
Operation Costs	(391,337.28)	(462,583.32)	(644,491.04)	(960,184.09)	(1,428,390.23)	(1,536,469.82)	(1,656,502.58)	(1,725,632.74)	(1,797,725.61)	(1,872,909.58)
Sales & Marketing	(81,140.35)	(95,886.62)	(150,845.85)	(234,497.00)	(380,393.91)	(408,565.41)	(458,463.38)	(479,023.82)	(500,517.78)	(522,988.15)
Management & Back Office	(492,690.06)	(510,516.14)	(569,063.59)	(623,347.42)	(734,662.29)	(809,720.72)	(869,523.30)	(924,454.30)	(960,656.58)	(998,344.42)
Operating Margin	29,236.31	166,356.41	232,987.49	1,240,413.99	2,496,785.45	2,832,765.92	3,789,472.23	3,909,633.58	4,054,149.88	4,202,926.56
CSR Activity	(292.36)	(1,663.56)	(2,329.87)	(12,404.14)	(24,967.85)	(28,327.66)	(37,894.72)	(39,096.34)	(40,541.50)	(42,029.27)
Depreciation, Spare Parts & Amortizations	(27,777.78)	(198,623.54)	(368,480.87)	(525,686.70)	(819,924.29)	(951,364.61)	(959,468.72)	(967,896.99)	(976,985.78)	(986,101.80)
EBIT	1,166.17	(33,930.69)	(137,823.26)	702,323.15	1,651,893.31	1,853,073.65	2,792,108.79	2,902,640.25	3,036,622.60	3,174,795.49
Taxes and financial interests	(14,691.16)	(15,278.81)	(15,889.96)	(146,988.39)	(440,992.86)	(492,815.36)	(730,680.88)	(759,357.70)	(793,987.89)	(829,707.28)
Net Result After Income Tax	(13,525.00)	(49,209.50)	(153,713.22)	555,334.76	1,210,900.44	1,360,258.29	2,061,427.92	2,143,282.55	2,242,634.72	2,345,088.21

CAPEX Phasing	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Patrimony CAPEX	3,018,886.98	2,981,079.35	-	3,977,089.69	1,730,937.44	-	
Project Management, tooling, etc.	295,742.25	320,387.44	-	431,290.78	184,838.91	-	
Removal of existing Bus Stops	152,900.00	-	-	-	-	-	
Grand Total	**3,467,529.23**	**3,301,466.79**	-	**4,408,380.47**	**1,915,776.34**	-	**13,093,152.83**

FMIDecaux Company Limited
In USD

Profit & Loss	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Income										
Advertising Revenue	8,573,790.47	9,002,479.99	9,452,603.99	9,925,234.19	10,421,495.90	10,942,570.70	11,489,699.23	12,064,184.20	12,667,393.40	13,300,763.08
Production Revenue	428,689.52	450,124.00	472,630.20	496,261.71	521,074.80	547,128.53	574,484.96	603,209.21	633,369.67	665,038.15
Total Revenue	9,002,479.99	9,452,603.99	9,925,234.19	10,421,495.90	10,942,570.70	11,489,699.23	12,064,184.20	12,667,393.40	13,300,763.08	13,965,801.23
Expenses										
Revenue Sharing	(1,282,018.57)	(1,346,322.00)	(1,413,840.60)	(1,484,735.13)	(1,559,174.39)	(1,637,335.60)	(1,719,404.89)	(1,805,577.63)	(1,896,059.01)	(1,991,064.46)
Operation Costs	(1,951,318.65)	(2,033,092.72)	(2,118,377.82)	(2,207,326.39)	(2,300,097.57)	(2,396,857.51)	(2,497,779.65)	(2,603,045.07)	(2,712,842.82)	(2,827,370.27)
Sales & Marketing	(546,479.81)	(571,039.75)	(596,717.12)	(623,563.37)	(651,632.36)	(680,980.42)	(711,666.55)	(743,752.47)	(777,302.78)	(812,385.12)
Management & Back Office	(1,037,581.39)	(1,078,433.88)	(1,120,971.26)	(1,165,265.96)	(1,211,393.63)	(1,259,433.30)	(1,309,467.54)	(1,361,582.58)	(1,415,868.53)	(1,472,419.52)
Operating Margin	4,185,081.58	4,423,715.65	4,675,327.40	4,940,605.06	5,220,272.75	5,515,092.39	5,825,865.57	6,153,435.66	6,498,689.94	6,862,561.85
CSR Activity	(41,850.82)	(44,237.16)	(46,753.27)	(49,406.05)	(52,202.73)	(55,150.92)	(58,258.66)	(61,534.36)	(64,986.90)	(68,625.62)
Depreciation, Spare Parts & Amortizations	(998,814.40)	(1,026,680.97)	(1,056,044.20)	(1,067,102.10)	(1,112,211.86)	(1,145,438.73)	(1,157,434.79)	(1,169,910.70)	(1,187,396.47)	(1,200,890.41)
EBIT	3,144,416.36	3,352,797.52	3,572,529.92	3,824,096.91	4,055,858.17	4,314,502.74	4,610,172.12	4,921,990.60	5,246,306.56	5,593,045.82
Taxes and financial interests	(822,904.29)	(876,466.03)	(932,932.81)	(997,428.60)	(1,057,046.55)	(1,123,462.36)	(1,199,214.96)	(1,279,089.15)	(1,362,175.96)	(1,249,772.49)
Net Result After Income Tax	2,321,512.07	2,476,331.49	2,639,597.11	2,826,668.31	2,998,811.61	3,191,040.38	3,410,957.16	3,642,901.45	3,884,130.61	4,343,273.33

CAPEX Phasing
Patrimony CAPEX
Project Management, tooling, etc.
Removal of existing Bus Stops
Grand Total

APPENDIX XX

A Joint Venture between
JCDecaux

MIC Proposal
FMIDecaux Co., Ltd

Date: 6 November 2017

To:

Chairman
Myanmar Investment Commission

Subject: Corporate Social Responsibility (CSR) Program

A joint venture between two reputable organizations, First Myanmar Investment Company Limited and JCDecaux (S) Asia Limited, FMIDecaux Company Limited will inherit its parent companies' core values of environmentally-friendly workplace practices and responsible investment.

FMIDecaux's activities are implemented at the heart Yangon City and transport system, closet to users and economic activity. This presence means we have a key responsibility – to limit our environmental footprint. In pursuance of environmental friendly practices, we shall foster great awareness of sustainable approaches, enhance capabilities to identify and manage adverse impacts, and instill a culture of no harm, less pollution and wider conservation approaches to have minimal impact and protect the environment.

In addition, responsible investment is a cornerstone of our business philosophy. We have allocated some of our annual income towards CSR initiatives pertaining to the company's vision. In collaboration with the Yangon City Development Committee and/or other relevant government organizations, we shall actively host and/or participate in public educational and social awareness campaigns (ex. road safety, health awareness, etc.).

Yours sincerely,

Daw Zarchi Tin
Director
FMIDecaux Company Limited

FMIDecaux Company Limited
344FC
2017-2018

VII. Contact Information

Main Contact

Sandar Moe Myint
Associate, FMI Strategic Development

First Myanmar Investment Co., Ltd.
Level 10, FMI Center, Bogyoke Aung San Road,
Pabedan Township, Yangon, Myanmar
M.: 959 798 479388
T.: 951 240 373, 240 383
http://www.fmi.com.mm

FMIDecaux

Level 10-11, FMI Center, Bogyoke Aung San Road,
Pabedan Township, Yangon, Myanmar

Contact Person 1:

Frederic Jacquemard
Managing Director

JCDecaux Thailand Co., Ltd.
3 Rajanakarn Building 21st Floor
South Sathorn Road – Bangkok 10120 – Thailand
T.: +66 2676 7655 # 555 F.: +66 2676 7667
http://www.jcdecaux.com

Contact Person 2:

Zarchi Tin
Director of Strategic Development

First Myanmar Investment Co., Ltd.
Level 10, FMI Center, Bogyoke Aung San Road,
Pabedan Township, Yangon, Myanmar
T.: 951 240 373, 240 383
http://www.fmi.com.mm